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ABSTRACT

The collective bargaining agreement between Northern Michigan University Board of Control and Northern Michigan University chapter of the American Association of University Professors covering the period June 30, 1987-June 30, 1990 is presented. Items covered in the agreement include: chapter recognition, nondiscrimination, access to information, negotiations, AAUP use of facilities and services, agency shop, dues checkoff, faculty orientation week, no strike/lockout, management rights, faculty participation in academic affairs, grievance procedure, academic appointments, academic titles, faculty evaluation, promotion and tenure, professional responsibilities, instructional responsibilities, academic advising and other responsibilities, professional development, academic freedom, consultant and outside activities, layoff and recall, leaves of absence, teacher salaries, fringe benefits, and teacher discipline and dismissal. Included are: a faculty evaluation form and memorandums of understanding concerning released time credit, School of Technology and Applied Sciences, and Continuing Contract Appointments. (SW)

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AGREEMENT

This is an agreement by and between the Northern Michigan University Board of Control, the Employer, hereinafter referred to as the "Board," and the American Association of University Professors, hereinafter referred to as the "Association."

ARTICLE I

GENERAL PROVISIONS

1.1 Definitions

1.1.1 "Board" means the Board of Control of Northern Michigan University, Marquette, Michigan, a state institution of higher education, and its administrative agents.

1.1.2 "Association" means the American Association of University Professors, Northern Michigan University Chapter.

1.1.3 "Unit" or "bargaining unit" means the bargaining unit defined in Section 1.2.

1.1.4 "Faculty member" or "bargaining unit member" or "unit member" means a person employed in the bargaining unit defined in Section 1.2.

1.1.5 "Time limit" calculations expressed in calendar days exclude holidays and all recesses between and during academic sessions.

1.1.6 Pronouns of masculine and feminine gender include each other.

1.2 Recognition

1.2.1 The Board recognizes the Association as the exclusive collective bargaining representative of employees of Northern Michigan University in the unit described below for the purpose of negotiating with respect to wages, hours, terms, and conditions of employment. The bargaining unit includes:

> All full-time Northern Michigan University faculty members who hold academic rank as Instructor, Assistant Professor, Associate Professor, or Professor, Professional Librarian, Counselor, or Full-Time Adjunct faculty.

Specifically excluded from the unit are:

> All persons not holding academic rank, graduate assistants, tutorial assistants, visiting faculty, directors, department heads, Assistant Deans, Associate Deans, Deans, Assistant and Associate Vice Presidents, Vice Presidents, President, and any other supervisors.

1.3 Nondiscrimination

1.3.1 The Board agrees to continue to abide by all federal and state laws regarding discrimination in employment. The Board will not knowingly discriminate against any member of the bargaining unit because of membership or nonmembership in the Association or for engaging in activities which may be supportive of or against the Association or any other employee group, providing such activities do not interfere with the proper performance of job duties. The Board will not knowingly aid, promote, or finance any group or organization (other than the Association) which purports to engage in collective bargaining on behalf of employees in the bargaining unit. The extent of any aid to the Association shall be as specified elsewhere in this Agreement.

1.3.2 The Administration will provide the Association with a copy of the EEO-6 Report each year.

1.3.3 Each year, the Association may elect to provide its affirmative action analysis and recommendations regarding affirmative action to the Academic Senate. The Academic Senate, in turn, will forward this report with or without benefit of comment to the Vice President for Academic Affairs and the University's Affirmative Action Officer. The Affirmative Action Officer will meet with the Association at its initiative to discuss the report.

1.4 Information

1.4.1 The Board will send to the Association, within twenty-one (21) calendar days after the execution of this Agreement, a list (by department or other administrative unit) stating each faculty member's name, sex, tenure status, rank, date of original appointment at Northern Michigan University, date of tenure (if applicable), date of appointment to current rank, date of birth, highest degree held, 1986-87 salary and fringe benefits, and mailing address. The Board will send the Association a list of any changes in the list (including resignations, retirements, or deaths), on a monthly basis. The Board will also forward to the Association copies of all notices terminating the employment of unit members at the same time such notices are sent to members.

Within twenty-one (21) calendar days after the start of each academic semester, the Board will send to the Association a list of all non-AAUP represented personnel (by department or other administrative unit) who are employed on campus and off campus on a part-time basis under the provisions of Section 6.7.1 of this Agreement. This list shall detail the employee's name, courses taught, credit hour load, the employee's title, employee class, and full-time equivalency (FTE).

1.4.2 The Board will provide the Association with such additional information from its records as is necessary to enable the Association to carry out its function of bargaining with respect to the wages, hours, and conditions of employment of bargaining unit members; provided, however, that this provision shall not be construed to require the Board to prepare or develop information for the Association or to provide information in any form other than that of copies of already existing records.

In order to enable the Association to meet its responsibilities to assure that bargaining unit members are treated in compliance with state and

federal laws regarding discrimination, the Board agrees to meet all reasonable requests by the Association for providing data related to such compliance.

1.5 Separability; Minimum Requirements; Negotiations

In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction or by any administrative agency having jurisdiction, all of the remaining terms, conditions, and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the declaration shall remain in full force and effect.

1.5.1 This Agreement states minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the Board shall not employ a member on terms less favorable to each of them than those stated herein without the consent of the affected individual and the Association.

1.5.2 Not more than three (3) representatives designated by the Board and not more than three (3) representatives designated by the Association shall confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern. Such meetings shall not exceed one (1) in each calendar month except by mutual agreement. The party requesting such a meeting shall give the other party a written request at least one (1) week in advance. Such notice shall specify the agenda of items to be discussed, and no other items shall be considered except by mutual agreement.

1.5.3 The parties shall commence negotiations toward a modification of this Agreement no later than one hundred twenty (120) days prior to its expiration date, unless a valid legal question concerning the Association's representational status is raised prior to the commencement of such one hundred twenty- (120) day period. Each party shall give the other party written notice of desired contract changes or additions prior to the commencement of such negotiations.

1.6 Association Use of Facilities and Services

1.6.1 The Association shall be afforded:

a. the right to send through the regular University campus mail service, newsletters and such other communications as are necessary to the conduct of the Association's business as a collective bargaining agent, provided such use of the mail shall not cause an unreasonable load on the system;

b. use of campus bulletin boards for notices of Association meetings and other official Association business;

c. the privilege of scheduling Association meetings on campus in appropriate facilities free of charge, provided written requests for such space are made a reasonable time in advance and suitable facilities are available at the time requested;

d. the privilege of contracting, at the same rate charged to registered campus organizations, for such of the following services as are needed for the Association's conduct of its business as a collective bargaining agent: printing address labels, label affixing, material folding and insertion, duplicating, copying, audio-visual, computer, food.

e. The Board shall provide the Academic Senate with office space, duplicating, on-campus mail services, and half-time secretarial support for purposes specified in Section 3.3.1.4.

1.6.2 In order to facilitate the process of academic governance as structured in this Agreement, the equivalent of two (2) FTE positions shall be provided on a released-time basis to be allocated by the Vice President for Academic Affairs each semester after consulting with the Association. There will be a Letter of Intent accompanying this clause prior to the beginning of each semester which will indicate the specific positions among which released time is to be allocated. Variations in the released-time allocation can be arranged by mutual agreement provided the allocation does not exceed the equivalent of six (6) FTE over the three-(3) year period of the Agreement.

1.7 Agency Shop

1.7.1 During the life of the Agreement and to the extent the laws of the State of Michigan permit, every bargaining unit member beginning with the month following thirty (30) calendar days after the execution of this Agreement; or thirty (30) days after employment in the bargaining unit, whichever date is later, and monthly thereafter, shall tender to the Association, as a condition of continued employment in the bargaining unit, either periodic and uniformly required Association dues, or, in the alternative, a service fee in an amount not greater than the periodic and uniformly required Association dues, which service fee shall be deposited by the Association in the AAUP Scholarship Fund. All awards and processing from this fund shall be under the exclusive control of the Board.

1.7.2 An employee shall be terminated at the end of the current semester under Section 1.7.1 of this Article when:

a. the Association first has notified the employee by letter, explaining that the faculty member is delinquent in not tendering either periodic and uniformly required Association dues or service fees in an amount not greater than the periodic and uniformly required Association dues, specifying the current amount of such delinquency, and warning the employee that unless such dues or service fees are tendered within thirty (30) calendar days, the employee will be reported to the Board for termination as provided in this Article; and

b. the Association has furnished the Board with written proof that the procedure of Section 1.7.1 of this Article has been followed and has supplied the Board with a copy of the letter sent to the employee and notice that the employee has not complied with the request. The Association must specify further, when requesting the Board to terminate the employee, the following by written notice: "The Association certifies that _____ has failed to tender either the periodic and uniformly required Association dues or service fees required as a condition of continued employment under the

collective bargaining Agreement and that under the terms of the Agreement, the Board is requested to terminate the employee at the end of the semester."

1.7.3 The Association shall indemnify and save the Board harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.

1.7.4 The Board will advise new employees of their obligations under this Article, in writing, and will provide them with an authorization for deduction of Association Dues or Service Fees form and the address of the Association headquarters.

1.8 Dues or Service Fees Checkoff

1.8.1 During the life of this Agreement and any extensions thereof, and to the extent the laws of the State of Michigan permit, the Board agrees to deduct periodic Association membership dues or service fees levied in accordance with the bylaws of the Association from the pay of each unit member, who through the Treasurer of the Association, voluntarily executes the following authorization form:

VOLUNTARY AUTHORIZATION FOR
DEDUCTION OF ASSOCIATION DUES OR SERVICE FEES
AAUP, NMU CHAPTER

Name _____

Department _____

I authorize the Board to deduct from wages earned or to be earned by me Association Dues or Service Fees, and any increases therein instituted by the Association, as certified to the Board by the Treasurer of the Association, and to remit the same to the Association at such time and in such manner as may be agreed upon between the Board and the Association.

This authorization and direction may be revoked by the undersigned by submission to the Board of a written revocation. If no such written revocation is received, this authorization shall be irrevocable until the termination of the collective bargaining Agreement between the Board and the Association which is in force at the time of delivery of this authorization.

Check one:

_____ Union Dues

_____ Service Fee

_____
Signature of Unit Member

_____
Address

_____
Date of Signature

_____
Date of Delivery to Board

1.8.2 The following certification form shall be used by the Association when certifying membership dues or service fees:

CERTIFICATION OF ASSOCIATION TREASURER

I certify that the membership dues or service fees for unit members is _____ per biweekly pay period.

_____
Date

_____
Association Treasurer

_____
Date of Delivery to Board

1.8.3 Payroll deduction shall be made only from the pay of unit members each biweekly pay period; provided, however, the initial deduction for any unit member shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union Dues or Service Fees" and (2) the amount of the dues or service fees (computed on a biweekly rate) certified by the Treasurer of the Association has been delivered to the Board at least thirty (30) calendar days prior to the last payday of the calendar month.

Changes in the amount of the dues or service fees must be delivered to the Board at least thirty (30) calendar days prior to the last day of the biweekly pay period in which the change will become effective.

1.8.4 All sums deducted by the Board shall be remitted to the Treasurer of the Association at an address given to the Board by the Association, once each biweekly pay period following the period in which the deductions were made.

1.8.5 The Association agrees to make whatever adjustments are necessary directly with an employee who may, as a result of this deduction procedure, pay more or less than the Association dues or service fees.

1.8.6 The Board shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the unit member. In addition, the Association shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article.

1.9 Faculty Orientation Week

The Board will provide allotted time not to exceed a total of two (2) hours for the Association to call a meeting of bargaining unit members during faculty orientation week each fall.

1.10 Complete Agreement

This collective bargaining Agreement represents the complete agreement between the parties and supersedes any and all prior agreements, understandings, customs, and practices. This Agreement incorporates all the mutually-agreed-to subjects of negotiation, and both parties acknowledge that they were free to discuss all matters of concern dealing with wages, hours, and working conditions. The parties further acknowledge their mutual right during the term of this Agreement, to initiate good faith negotiations on any matters of concern dealing with wages, hours, and working conditions which are not covered by this Agreement and were not the subject of any proposals by either party during the negotiations leading to this Agreement. This collective bargaining Agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of both parties.

1.11 No Strike or Lockout

The Association agrees that it will not engage in or sanction or support any strike, work stoppage, work slowdown, or other job action which in any way interferes with the normal operation of the University. The Board agrees that it will refrain from locking out members of the bargaining unit or from any threat thereof.

ARTICLE JJ

MANAGEMENT RIGHTS

Subject only to any limitations imposed by the express and specific terms of this Agreement, the Board hereby retains and reserves unto itself all powers, rights, and authority to manage, direct, and control the University and its program, properties, facilities, and employees, including, without limiting the generality of the foregoing, the rights:

(1) to hire all employees, to determine their qualifications and compensation and the conditions for their continued employment, and to dismiss, demote, discipline, promote, transfer, assign, lay off, and recall all such employees;

(2) to establish, modify, and abolish programs and courses of instruction, as deemed necessary or advisable by the Board;

(3) to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of faculty and other employees with respect thereto;

(4) to reassign, at its discretion, department heads, deans and other administrators who hold academic rank in a department to full-time faculty status in that department.

ARTICLE III

FACULTY PARTICIPATION IN ACADEMIC AFFAIRS

3.1 Departmental Affairs

3.1.1 Bylaws

3.1.1.1 The bylaws of a department will constitute the means whereby that department agrees to conduct its internal affairs and by which it shall address procedures and standards for faculty appointments, evaluations, promotions, and tenure recommendations. These procedures and standards shall address and be in compliance with the general standards and procedures specified in Article V of the contract. No departmental bylaw shall contravene or conflict with any provision of this Agreement, including particularly Article II hereof. Departmental bylaws and any revisions thereof must be approved initially by the School Advisory Council (hereinafter described, and herein called "SAC"), then by the dean of the school in which the department resides, and the Vice President for Academic Affairs. Final approval of all bylaws must be reached by March 15. Such bylaws shall remain in effect unless amended in accordance with the procedures described above or superseded by changes in this Agreement. Administrative approval or rejection shall be based upon whether or not the bylaws contravene or conflict with any provision of this Agreement. In the event of rejection of any bylaw(s), the SAC and the department will be given the reasons for such action in writing and suggestions as to how the bylaws can be revised to satisfy those objections.

3.1.1.2 Bylaw submission, review, and approval or rejection shall be conducted in accordance with the following schedule and conditions:

a. Departments shall submit bylaws and bylaw revisions to the faculty grievance officer by October 1.

b. Departments shall submit bylaws and bylaw revisions to the appropriate SAC and dean by November 1.

c. The SAC shall review the bylaws; the dean shall have the opportunity to voice the dean's concerns, if any, of the bylaws to the SAC; the SAC shall communicate its approval or concerns to the department no later than December 1, and by January 15 shall provide the appropriate dean with recommended bylaws from each department in the school. If, by January 15, the SAC fails to take action on bylaws proposed by a department, the bylaws shall proceed directly to the dean without benefit of the SAC comment.

d. If the department and the SAC have failed to develop bylaws which, in the opinion of the Administration, conform to the provisions of this Agreement, then the Vice President for Academic Affairs shall establish bylaws by modifying the last proposed bylaws in order to achieve compliance with the contract and the Vice President for Academic Affairs shall explain the Vice President for Academic Affairs' actions to the department and the SAC in writing by March 15.

e. Departmental bylaws approved by the SAC (or those which the SAC fails to take action on) will become effective on March 15 in the event that the Vice President for Academic Affairs does not approve or impose bylaws in accordance with Section 3.1.1.2(d).

f. Unless extended by mutual written agreement, the time limits specified herein shall be the maximum time allowed.

3.1.2 Department Heads

3.1.2.1 When a department headship becomes vacant, the dean of the school, after consultation with the department, shall formulate specific guidelines regarding replacement procedures. These shall include the specification of whether internal and/or external candidates shall be considered; desired qualifications; and budgetary considerations. The department will formulate its recommendation(s) among all candidates and forward same to the dean, with supporting rationale, in the same manner as is provided in Article V with respect to appointment of new faculty members.

3.1.2.2 The dean will review the departmental recommendation(s) with the Vice President for Academic Affairs. If the department's recommendation(s) is approved by the Vice President for Academic Affairs, the Vice President for Academic Affairs shall recommend the appointment of the candidate to the President. If the department's recommendation(s) is unacceptable, the dean shall request the department to submit further recommendation(s).

3.1.2.3 In the event a department head position is not filled in a timely fashion through the preceding procedures, the Board may appoint an acting department head for one (1) year; provided, however, that the Board has the right through this procedure to appoint the same individual to additional one- (1) year terms if the procedures specified in Sections 3.1.2.1 and 3.1.2.2 fail to produce agreement.

3.1.2.4 Department heads, including the Director of the Library, may periodically be evaluated by the faculty in their departments. A balanced committee of administrators and faculty members appointed by the Vice President for Academic Affairs and the President of the Association shall develop a standard form for such evaluations. All such evaluations of department heads shall be advisory to the University administration.

3.2 School Level Affairs

3.2.1 School Advisory Councils

3.2.1.1 Each departmentally organized school (or academic unit not affiliated with a departmentally organized school) shall have a School Advisory Council (SAC). The SAC in each school shall be selected from among the school's faculty provided that two thirds (2/3) of the membership of each SAC must hold the rank of Associate Professor or above and be tenured. SAC members who are not tenured may not participate in tenure reviews, and SAC members below the rank of Associate Professor may not participate in promotion reviews for persons seeking a rank higher than that currently held by that SAC member. However, in a school where the above requirement would exclude a department from representation on its SAC, an exception may be made; the bylaws of that SAC will address such exceptions.

3.2.1.1.1 For the purpose of this contract, the bargaining unit members assigned to:

a. the Library will be considered a department in the School of Behavioral Sciences and Human Services;

b. Medical Technology will be considered a department in the School of Nursing and Allied Health Sciences;

c. Home Economics will be considered members of the Department of Education.

(Section 3.1.2 does not apply to the Library, Medical Technology, or Home Economics)

3.2.1.1.2 For the purposes of bargaining unit member evaluation, tenure, merit and equity distribution, promotion, determination of sabbatical leaves, and bylaw review, the Counseling Center shall be considered a department in the School of Behavioral Sciences and Human Services; in all other matters in this Agreement, the Counseling Center shall be considered as a department in the Student Affairs Division. Any teaching done for an academic department by a member of the Counseling Center is subject to evaluation by that department.

3.2.1.2 Each SAC shall review all recommendations of departments for promotion, tenure, or termination as provided in Article V.

3.2.1.3 Each SAC shall act in an advisory capacity to the dean on matters affecting the operation and implementation of the school's academic programs or on matters referred to it by the dean.

3.2.1.4 SAC bylaws and procedures shall be reviewed and approved by the Faculty Review Committee (FRC). If the FRC rejects the bylaws or procedures of the SAC or any portion thereof, it shall inform the SAC in writing how the bylaws can be revised to satisfy its objections.

3.3 Academic Senate

3.3.1 There shall be an Academic Senate whose function shall be to advise and make recommendations to the Vice President for Academic Affairs on matters of faculty-wide concern.

3.3.1.1 Such Academic Senate shall be governed as to procedures by its own bylaws and shall establish a subcommittee structure to carry out its responsibilities in accordance with such bylaws. Nonmembers may attend Academic Senate meetings by invitation.

3.3.1.2 The Association hereby chooses to delegate the following areas of its responsibility as set forth in this contract, which are acknowledged by the Association to be matters for which the Association would otherwise be responsible, to the Academic Senate:

a. Recommendations for curriculum or program changes as set forth in Section 3.3.1.6 or other than those set forth in Section 3.3.2.3.

b. Recommendations for curriculum or program changes, other than those described in Section 3.3.1.6, which entail reduction or reallocation of existing academic positions and/or programs, in situations other

than those provided for in Article VII, as referred to it by the Educational Policy Committee (EPC) as specified in Section 3.3.2.3.

c. Recommendations for program changes, including the initiation of new majors or minors or other changes, which require or may require additional funds.

d. The endorsement by the faculty of the awarding of degrees, as set forth in Section 3.3.4.

e. The review and ranking of faculty proposals for academic study and research, as set forth in Section 3.3.6.

3.3.1.3 The Academic Senate shall not be responsible for nor deliberate upon promotion, tenure, faculty sabbatical leaves, or working conditions including salaries and other economic benefits.

3.3.1.4 The Academic Senate shall be established, which shall be composed as follows: one (1) faculty member from each department (two [2] from departments of twenty [20] or more) elected by the faculty of that department; the deans of the schools; one (1) department head from each school; one (1) academic administrator to represent graduate programs; the Director of the Library; and four (4) students appointed by ASNMU. The Vice President for Academic Affairs and an AAUP liaison shall serve in an ex officio, nonvoting capacity. Members of the Academic Senate shall have at least three (3) years at Northern Michigan University, if possible. Students may be appointed to appropriate committees of the Academic Senate.

3.3.1.5 The Academic Senate shall annually elect an Executive Committee from its membership, with the provision that the Vice President for Academic Affairs and the AAUP liaison will be voting members.

3.3.1.6 Recommendations for curriculum or academic program changes shall be submitted to, acted upon, and forwarded to the Vice President for Academic Affairs by the Academic Senate. Curriculum or academic program changes are those involving such matters as changes in course titles or numbering; changes of departmental prerequisites; introduction or deletion of courses in the major, minor, or elective category; evaluation of student performance; and academic program content defined so as to include the structure of an academic program as it relates to certification, degree requirements, subject matter, and/or any other recognized professional criteria as determined by the faculty qualified to teach the program. In addition, the Academic Senate is responsible for making recommendations concerning the consideration of new majors and minors. Finally, the Academic Senate is responsible for recommendations concerning academic uses of University computer resources, academic calendars, proposals for faculty grants and curriculum development grants as provided in Section 6.5.2.5 and in Section 6.5.2.6, faculty endorsement of the awarding of earned degrees, as well as other academic matters brought before it for consideration.

3.3.1.7 All recommendations of the Academic Senate shall be forwarded to the Vice President for Academic Affairs who will normally implement such recommendations. Should the Vice President for Academic Affairs find reason to take exception to an Academic Senate recommendation, the Vice President for Academic Affairs will initially return the matter to

the Academic Senate for further consideration with a statement of the Vice President for Academic Affairs' concerns. Should the Academic Senate renew the recommendation, the Vice President for Academic Affairs may reject the recommendation for serious and compelling reasons, which the Vice President for Academic Affairs shall communicate to the Academic Senate in writing.

3.3.1.8 When recommendations of the Academic Senate have a potential impact on workload, they must be submitted to the Board and the Association for review.

3.3.1.9 Initial recommendations regarding matters described in Section 3.3.1.6 may be advanced by individual faculty, academic departments, administrators, and ASNMU.

3.3.2 Educational Policy Committee

3.3.2.1 An Educational Policy Committee (EPC) shall be established, which will have fourteen (14) members. Seven (7) faculty members shall be appointed by the Association with the following representation: two (2) from the School of Arts and Science; one (1) from the School of Behavioral Sciences and Human Services; one (1) from the School of Business; one (1) from the School of Nursing and Allied Health Sciences, one (1) from the School of Technology and Applied Sciences, and one (1) member at large. The deans of the Schools of Arts and Science, Behavioral Sciences and Human Services, Business, Nursing and Allied Health Sciences, Technology and Applied Sciences, and an administrator to represent Graduate Studies shall be members. One (1) additional administrative member shall be appointed by the President. A chairperson shall be elected by and from the membership of the EPC.

3.3.2.2 The responsibilities of the EPC shall include advising the Vice President for Academic Affairs and keeping the Association informed on mission statements, on short- and long-term academic program planning for the University, and on financial considerations attendant to implementation of new programs such as majors and minors. In particular, the above-described responsibilities of the EPC shall include concern with and making recommendations on such matters as: enrollment patterns and projections, the allocation of budget for the support of academic programs, the generation of credit hours within schools and academic departments, and staffing requirements within schools and academic departments.

3.3.2.3 Recommendations for curriculum or academic program changes, which entail or would result in reductions or reallocations of existing academic positions and/or programs for reasons other than financial exigency, must be submitted to the EPC for review. After an initial determination of the potential reductions or reallocations of positions, the EPC shall submit the proposed curriculum or academic program changes to the Academic Senate for review. The Academic Senate will forward its recommendations relative to the academic merit of the proposed changes to the EPC. The EPC shall consider said recommendations calling a joint conference committee if desired. The EPC shall forward its recommendations to the Vice President for Academic Affairs. The recommendations of the EPC shall be accorded great weight by the Vice President for Academic Affairs and shall normally be followed. Should the Vice President for Academic Affairs find reason to take exception to the EPC's recommendation, the Vice President for

Academic Affairs will initially return the matter to the FPC for further consideration with a statement of the Vice President for Academic Affairs' concerns. Should the EPC renew the recommendations, the Vice President for Academic Affairs may modify or reject the recommendations for serious and compelling reasons, which the Vice President for Academic Affairs shall communicate to the EPC and Academic Senate in writing.

3.3.2.3.1 The Academic Senate and the EPC shall not act on recommendations contemplated under Section 3.3.2.3 until an academic plan has been submitted by the Vice President for Academic Affairs to the Academic Senate for review and response nor shall the Vice President for Academic Affairs act upon this academic plan regarding Section 3.3.2.3 until the Academic Senate has had reasonable opportunity to respond.

3.3.2.4 Recommendations deriving from Section 3.3.2.3 shall follow a calendar prepared by the Vice President for Academic Affairs. His calendar shall allow adequate review at each deliberative step specified therein. If the calendar the Vice President for Academic Affairs has established is not complied with and no modification is agreed upon, the matter shall proceed to the next step without benefit of recommendation from the body failing to comply with the requirements of the calendar.

3.3.2.5 The Academic Senate and the EPC shall have access to all information which they reasonably need to accomplish their tasks and may invite the appropriate personnel for consultation in the accomplishment of their tasks.

3.3.2.6 Curriculum or academic program changes involving reduction or reallocation of existing academic faculty and/or programs in situations provided for in Article VII shall be governed by the procedures in Article VII.

3.3.3 <u>Academic Policy and General Faculty Affairs</u>

3.3.3.1 The Academic Senate may make recommendations to the Association on such matters of academic policy or of general faculty concern as the Academic Senate may choose. Consultation between the Board and the Association on such matters shall follow the procedures described in Section 1.5.2.

3.3.4 The faculty approve the list of students who have fulfilled the requirements for degrees to be conferred. No student shall be awarded a degree bearing the explicit endorsement of the faculty unless such endorsement has the approval of the Association.

3.3.5 Honorary degrees bearing the explicit endorsement of the faculty must have the approval of the Association.

3.3.6 The Association shall make recommendations to the Vice President for Academic Affairs on all University-funded faculty proposals for academic study and for research. The available University funds will be allotted annually by the Vice President for Academic Affairs based on this review and ranking; provided, however, that the Vice President for Academic Affairs may reject a particular proposal for serious and compelling reasons which the Vice President for Academic Affairs shall communicate to the Association in writing.

3.3.7 The FRC will be comprised of not more than seven (7) members at the rank of Associate Professor or above as designated by the bargaining unit. At

least two (2) members must hold the rank of Professor and not more than one (1) member may be nontenured.

3.4 University-Wide Affairs

3.4.1 Faculty participation in discussions on matters of University-wide concern shall be achieved through membership on University-wide advisory bodies which may be established by the Board. Faculty recommended to participate in the work of such University-wide advisory bodies shall be selected in such manner as the Association shall determine.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 A grievance is a complaint by the Association, on behalf of one (1) or more faculty members or in its own behalf, concerning an alleged violation of this Agreement. All grievances shall be adjusted through the grievance procedure provided in this Article.

4.2 In computing any time limit herein specified, Saturdays, Sundays, and holidays will be excluded. Unless extended by mutual written agreement, the time limits specified herein shall be the maximum time allowed. Failure to comply with time limits on the part of the Board's administrative agent shall permit the grievance to proceed to the next step.

4.3 A faculty member (or group of faculty members) who claims that the contract provisions have allegedly been violated shall initially seek to resolve the problem by informal means and/or through administrative channels, with, however, the right to prompt reply to the faculty member's inquiries.

4.4 Failing resolution of a problem by informal means, the Association shall initiate the grievance procedure by filing a written grievance in the Office of the Vice President for Academic Affairs. The grievance shall be signed by the appropriate Association representative and the faculty member(s) involved shall concisely state the facts upon which the grievance is based and the contract provisions which have allegedly been violated and shall specify the relief or remedy sought. The grievance shall be filed within fifteen (15) days after the Association or the faculty member(s) on whose behalf the grievance is filed became aware, or reasonably should have become aware, of the action complained. If the grievance is not served within that time, the grievance is barred. In no event shall monetary adjustments of a grievance cover a period prior to ninety (90) days before the filing of the written grievance.

4.5 Procedure and Time Limits

4.5.1 Step One

4.5.1.1 Following receipt of the written grievance, the Board-designated administrative agent shall arrange a meeting to discuss the grievance with the grievant(s) and with the appropriate representative of the Association. This discussion shall be completed within ten (10) days after the grievance is filed. If the grievance is adjusted to the satisfaction of the Board and Association, the adjustment will be reduced to writing and signed by the designated administrative agent and the representative of the Association. If there is no mutually agreeable adjustment, the designated administrative agent shall provide the Association representative with a written answer stating the reasons for denial of the grievance.

4.5.2 Step Two: Review Board

4.5.2.1 If the grievance is not adjusted in Step One, the Association may, within five (5) days of the Step One written answer, submit the grievance through the Office of the Vice President for Academic Affairs or the Vice President for Academic Affairs' designated representative to a Review Board. Unless otherwise agreed by the parties, membership on the Review Board shall be limited to three (3) administrative staff members designated by the Vice President for Academic Affairs and three (3) bargaining unit members designated by the Association. The Review Board shall promptly arrange a meeting to discuss the grievance and the written answer and appeals.

This discussion shall be completed within fifteen (15) days after the filing of a request to have the grievance considered in Step Two. If the grievance is satisfactorily adjusted, the adjustment will be reduced to writing and signed by the appropriate representatives of the Board and the Association. If there is no mutually agreeable adjustment, the Vice President for Academic Affairs or the Vice President for Academic Affairs' designated representative shall provide the Association with a written answer stating the reasons for denial of the grievance.

4.5.3 Step Three: Binding Arbitration

4.5.3.1 If the grievance is not satisfactorily adjusted in Step Two, the Association may submit the grievance to binding arbitration. Within ten (10) working days of the Association's receipt of the written response of the Board at Step Two, the Association shall serve upon the designated administrative agent its written notice of intent to arbitrate. If within ten (10) working days following the written notice of intent to arbitrate the parties are unable mutually to agree upon a selection of an arbitrator, the Association may thereafter request a List for Selection of Arbitrator from the American Arbitration Association at its Detroit office and an arbitrator shall be selected in accordance with American Arbitration Association Rules and Procedures. The arbitration will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association. The Board and the Association may agree to expedited, streamlined, or any other arbitration procedures on a case-by-case basis.

The Arbitrator's decision shall be final and binding upon the Board, the Association, and any faculty member(s) involved and may be enforced in any court of competent jurisdiction. The arbitrator's decision shall be based solely upon the express and specific provisions of this Agreement, without addition, subtraction, or modification. The Board and the Association will bear their own expenses individually including transcripts, if ordered, and will share equally the fees and expenses of the arbitrator and the American Arbitration Association.

4.6 Any adjustment of a grievance agreed upon by the Board and the Association at any stage of the grievance procedure shall conclusively dispose of the grievance and shall be binding upon the Board, the Association, and any faculty member or members involved.

4.7 Failure to appeal a grievance from one step to the next within any of the time limits specified above shall bar the grievance.

ARTICLE V

FACULTY PERSONNEL POLICIES

5.1 Academic Appointments

There shall be three (3) types of initial faculty appointments:

a. Probationary appointments, which shall be subject to the University tenure policy in Section 5.5.

b. Term appointments, which shall normally be made for two (2) years subject to satisfactory evaluation. Term appointments for less than two (2) years may be made for such reasons as late resignation, illness of regular faculty, enrollment requirements, program demands, or replacements for leaves of absence and sabbatical leaves. Persons employed on two- (2) year term appointments shall be given first consideration for newly authorized two- (2) year term appointments, provided they meet the qualifications specified for the position. Persons on term appointments who already hold the appropriate terminal degree shall be given serious consideration for new probationary positions, provided they meet the qualifications specified for the position.

c. Tenure appointments.

5.1.2 Reduced Appointment

5.1.2.1 Any faculty member who has been awarded tenure may request a reduced appointment.

A reduced appointment is an appointment requiring action of the Board, in which, by mutual agreement between the faculty member and the Board, a tenured faculty member may be assigned a fraction of the tenured faculty member's normal workload and receive a proportional fraction of the tenured faculty member's salary. The faculty member on reduced appointment retains tenure and is entitled to the rights, privileges, and protections accorded any other tenured faculty member. The faculty member on a reduced appointment shall meet a proportional share of the tenured faculty member's departmental responsibilities which shall be specified at the time the reduced appointment is approved.

Reduced appointments are granted for a specified period, and they may be renewed only by mutual agreement between the faculty member and the Board; otherwise the faculty member must return to full-time status. A faculty member on a reduced appointment must inform the faculty member's department head by March 1 of the last year of the specified period of the faculty member's commitment to return to full-time status or to request a continuation of the reduced appointment.

A faculty member on a reduced appointment is entitled to University-paid retirement, medical insurance, life insurance, short-term disability, and long-term disability in proportion to the percentage of the faculty member's appointment. Consistent with the carrier's provisions, the faculty member may receive the faculty member's full-time equivalent of a fringe benefit by paying the University the difference between the faculty

member's entitlement and the full-time equivalent cost (medical insurance and short- and long-term disability insurance coverage is mandatory).

5.1.2.2 Limited Appointment Status

Any tenured faculty member with a minimum of ten (10) years of full-time service at Northern Michigan University may, by mutual agreement between the person and the Board, be assigned not less than one-quarter (1/4) of the person's normal workload and be provided a corresponding proportion of the person's salary.

During the period a person is on limited appointment status and to the extent allowable by carrier and law, medical coverage, life insurance coverage, and retirement contributions to TIAA/CREF would continue in the same manner as they would have if the person had remained on full-time salary status.

A person who is placed on limited appointment status who seeks to return to full-time status or to a different fractional appointment may have the person's status changed only by the consent of the Board.

A faculty member on reduced or limited appointment is not eligible for an overload assignment unless the reduced appointment derives from the provisions of Section 7.10.

5.2 Academic Titles and Minimum Criteria for Appointment

Full-Time Adjunct - A provisional appointment, normally not to exceed two (2) years, reserved for individuals who do not meet minimum criteria for other rank but who have special attainments, skills, or experience. Appointments as Full-Time Adjunct during the life of the 1987-90 Master Agreement shall be limited to the School of Technology and Applied Sciences.

Instructor - An earned Master's degree from an accredited institution (hereafter "accredited institution" shall be understood as an institution which is accredited by one (1) of the six (6) regional accrediting agencies and the recognized accrediting agency for the discipline, where appropriate) or a foreign educational institution whose degree is recommended for acceptance by the dean of the school upon concurrence of the department head and the faculty of the department in which the appointment will occur, and, in most instances, active candidacy for a terminal degree at an accredited institution. In most disciplines the earned doctorate constitutes the terminal degree; however, in those disciplines in which the doctorate is not normally required, appropriate criteria, including specification of degree requirements, shall be stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs. These may include special attainments, skills, or experience particularly valuable to the academic unit. Probationary appointments to this rank shall not exceed a maximum of seven (7) years.

Assistant Professor - An earned doctorate from an accredited institution or other terminal qualifications appropriate to the position as stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic

Affairs. Exceptions may be made because of unusual scholarly and/or professional achievements.

Associate Professor - An earned doctorate from an accredited institution or other terminal qualifications appropriate to the position as stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs; normally five (5) years of full-time higher education experience at the rank of Instructor or above; evidence of teaching excellence and significant scholarship. Exceptions may be made because of unusual scholarly and/or professional achievements.

Professor - An earned doctorate from an accredited institution or other noteworthy qualifications for the position as stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs; normally, eleven (11) years of full-time higher education experience at the rank of Instructor or above; evidence of teaching excellence and distinguished scholarly or creative professional achievement. Exceptions may be made because of unusual scholarly and/or professional achievements.

Professor Emeritus - The title of "Professor Emeritus" is an honorary title conferred by action of the Board upon the nomination of the faculty or the Board. It shall only be awarded in recognition of an outstanding academic career and noteworthy contributions to the University to those who have retired after having been granted tenure at the University. According to the needs of the University, a Professor Emeritus may be called upon to serve one (1) or more one-(1) year appointments. Each such one- (1) year appointment shall not be subject to the usual notification requirements for reappointment. The provisions of this Section shall not be construed to guarantee employment to any emeritus person in any academic year beyond the fiscal year in which the emeritus person retires.

Visiting Appointments - A temporary appointment of an individual holding academic rank at another institution of higher learning, which shall not exceed two (2) consecutive years.

5.3 Faculty Appointment Procedure

5.3.1 When authorization for a departmental position is given, the dean of the school shall provide the department head with specific staffing guidelines. These shall include budgetary considerations and, in some cases, desired qualifications. All appointments with academic rank, except for academic administrators and Board-initiated faculty appointments, shall originate within a department in accordance with the bylaws. All candidates proposed or recommended by the Board shall be given full consideration within the staffing guidelines and in accordance with Sections 5.3.2 through 5.3.4. The Board retains final appointment authority in all such Board-initiated appointments.

5.3.2 In conducting its search for a person to fill a position, the department, through the department head, must provide clear documentation that it has made a good faith effort to comply with existing federal and state laws regarding discrimination in employment and institutional procedures.

5.3.3 When interviews of candidates for the position have been completed, the department, through the department head, shall forward to the dean a written recommendation listing the department's candidate(s) in order of preference and the reasons for the preference. This communication should also include for each candidate a recommended salary range, initial appointment rank, and any special considerations. In the event that the dean rejects the department's recommendation(s), the dean shall request further recommendation(s).

5.3.4 When agreement is reached and all conditions of the appointment have been agreed to by the department head, dean, and Vice President for Academic Affairs, an Employment Agreement will be sent by the Vice President for Academic Affairs to the chosen candidate clearly specifying the type of appointment, salary, credit for prior service, degree, and/or tenure conditions. The Vice President for Academic Affairs shall also send a letter of appointment detailing expectations and responsibilities of the position. The terms of appointment shall normally follow the departmental recommendations specified in Section 5.3.3. Any deviation from these recommendations shall be communicated to the department.

5.4 Faculty Evaluation

5.4.1 A written evaluation (Appendix A) for each faculty member shall be completed once during the academic year at the direction of the department head and in accordance with the departmental bylaws. Every evaluation must contain a clear statement of the goals, objectives, expectations, and any special assignments against which the evaluation is to be made. This statement must be consistent with comparable statements in past evaluations and with the initial letter of appointment, as well as containing all conditions for continuing appointment which are related to enrollment conditions and program requirements.

5.4.1.1 The evaluation form shall consist of two (2) parts, one (1) to be completed by the faculty member being evaluated and the other to be completed by the departmental evaluation committee. Members of that committee shall be selected in accordance with the departmental bylaws.

5.4.1.2 That part of the evaluation form to be completed or verified by the faculty member shall contain the following: (1) a general information section which describes the faculty member's years in various ranks at the University, higher education (degrees) achievements and progress, and relevant professional experience; (2) a description of assigned responsibilities during the evaluation period; (3) a description of other University commitments during the evaluation period; and (4) a description of professional development during the evaluation period which shall include evidence bearing on the faculty member's accomplishments; in the case of faculty who are expected to complete a terminal degree, it shall include a clear statement of a professional growth plan which includes a timetable for completing the terminal degree.

5.4.1.3 That part of the evaluation form to be completed by the departmental evaluation committee shall contain the following: (1) the beginning and ending dates of the evaluation period and the probation/tenure status of the faculty member; (2) the names of the members of the evaluating committee and a description of the information used in making their evaluation; (3) an evaluation of the faculty member's effectiveness in (a) meeting assigned responsibilities, which must include a comprehensive

assessment of the faculty member's teaching effectiveness which is based upon colleague and student evaluation information, (b) other University commitments, (c) professional development, and (d) meeting personal and departmental goals described in the previous evaluation; (4) a description of (a) the faculty member's significant accomplishments during the evaluation period, (b) any need for improvement in the faculty member's performance, (c) any assistance or counseling given the faculty member regarding improvement of previous evaluation, and (d) the goals or standards to be achieved in order to be recommended for tenure and/or promotion; and (5) a recommendation regarding continued appointment (including tenure and/or promotion) or termination of appointment. The department head must append to this part of the evaluation a statement describing the department head's concurrence or nonconcurrence with the committee's evaluation or recommendation.

5.4.1.4 The faculty member may append to the evaluation any pertinent material. Conversely, the departmental committee may ask the faculty member for any information in the faculty member's possession that would aid the committee in its evaluation. Requested information must be appended to the evaluation.

5.4.1.5 The faculty member shall review the faculty member's complete evaluation before it leaves the department and shall have the right to add any written comments or pertinent material. The faculty member must be notified of any additions to the faculty member's personnel file (other than the annual evaluations) within ten (10) days.

5.4.1.6 These evaluations shall form a cumulative record for the basis of all recommendations of continuing appointment (including tenure and promotion) or of termination.

5.4.1.7 After the faculty member has reviewed the faculty member's complete evaluation, it shall be forwarded by the department head to the dean for the dean's review. The dean shall add the dean's statement of concurrence or nonconcurrence with the evaluation (with statement of reasons in case of nonconcurrence) after which a complete copy shall be given to the faculty member who may respond to the dean's statement within seven (7) calendar days after which additional copies shall be distributed as follows: one (1) copy for the departmental personnel file, one (1) copy for the dean's personnel file, and two (2) copies for the Vice President for Academic Affairs. Recommendations for tenure and/or promotion shall be forwarded separately as described in Sections 5.5.7 and 5.7 of this Agreement.

5.4.1.8 A comprehensive personnel file containing information bearing on each faculty member's qualification for tenure and promotion shall be maintained within the department. Access to the file shall be limited to the department head, the departmental evaluation committee (as specified in the departmental bylaws), and the faculty member.

5.5 Tenure Policy

5.5.1 General Principles

5.5.1.1 Tenure is conferred by formal action of the Board upon the recommendation of the President as initiated by the department and/or department head and bearing the concurrence of the appropriate faculty committees (department,

school, University-wide), dean, and the Vice President for Academic Affairs. No faculty member upon whom tenure status has been conferred shall be discharged except for just cause. (Layoff of tenured faculty members is dealt with in Article VII; the procedure to be followed in the termination of a tenured faculty member for just cause is dealt with in Article X.)

5.5.1.2 Tenure shall be granted only to those faculty members at the rank of Assistant Professor or higher in positions which are fully funded by state appropriations, unless specifically exempted in the initial letter of appointment. In cases where specific programs are modified by action of governmental or private funding agencies, the granting of tenure may depend on the continuing existence of such programs. All other instances in which the granting of tenure is affected by programmatic changes shall be governed by the procedures described in Articles III and VII.

5.5.1.3 Tenure shall be granted only to United States citizens, those in process of becoming citizens, or those noncitizens who are permanent residents, as certified by the U.S. Bureau of Immigration and Naturalization Service.

5.5.1.4 In the probationary period established herein, a leave or leaves of absence totaling two (2) years or less shall not void the continuity of the probationary period.

5.5.1.5 Resignation from the University terminates the tenure probationary period. A faculty member returning to the University after a resignation will receive credit for this service in accordance with the provisions of Section 5.5.2.1.

5.5.1.6 Up to three (3) years of service at Northern Michigan University shall be credited toward tenure for persons who occupy full-time term appointments at Northern Michigan University and who are subsequently awarded a probationary appointment.

5.5.2 Probationary Period

All faculty members on probationary appointments will have a probationary period not exceeding seven (7) consecutive years.

5.5.2.1 A newly appointed faculty member shall be given credit for each year of full-time prior service at the rank of Instructor or above up to two (2) years. A third year of prior service credit may be granted for service at the level of Associate Professor or above. The number of years credited toward the probationary period shall be stipulated in the initial letter of appointment; however, the maximum amount of prior service credit to be applied to the probationary period shall be three (3) years. Any prior service so credited shall be included in computing the probationary years of service referred to in Sections 5.5.2 and 5.5.2.2.

5.5.2.2 In the absence of earlier notice of terminal appointment or earlier granting of tenure, a faculty member shall be given written notification prior to May 15 of the sixth year, of (1) tenure granted, (2) intention to grant tenure at the end of the seventh year upon fulfillment of specified conditions, or in the absence of such fulfillment, to terminate the appointment at the end of the seventh year, or (3) terminal appointment.

5.5.3 Notice of Nonreappointment

Faculty members on probationary appointments shall be given notice of nonreappointment in writing as follows:

(1) For initial appointments beginning with the fall semester, the notification date will be not later than March 1. In the case of any other beginning date, the notification date shall be at least three (3) months prior to the end of the first full year of service.

(2) For initial appointments beginning with the fall semester, the notification date for the second year of service will be not later than December 15. In the case of any other beginning date, the notification date shall be at least six (6) months prior to the end of the second full year of service.

(3) After two (2) or more years in the institution, the notification date shall be at least twelve (12) months prior to the effective date of the notice.

5.5.4 Judgmental Criteria for Tenure Evaluation

Probationary faculty shall be evaluated for tenure on the basis of the judgmental criteria specified in Section 5.6.3.

Faculty who request consideration for tenure shall present in the annual evaluation evidence bearing on the quality of their performance since the credited start of the faculty member's probation period.

5.5.5 Tenure Review Process

The department has the responsibility for initiating and conducting of tenure review for all probationary faculty on tenure-earning appointments in their department. This review follows a probationary period during which colleagues advise the probationary faculty member of the faculty member's progress toward tenure through the annual evaluation process. The annual evaluation will also contain a description of the faculty member's current status and any remaining requirements or improvements necessary for achieving a favorable tenure recommendation. It is the responsibility of the faculty member being considered for tenure to demonstrate that the faculty member has met the criteria for tenure as specified in the departmental bylaws and the faculty member's annual evaluations during the cumulative evaluation process of the faculty member's probationary period. The departmental evaluation committee shall submit a written report containing recommendations with all supporting documents for the award of tenure. In addition to the committee's recommendation, the department head shall provide an independent evaluation concurring or not concurring with the committee's report.

5.5.6 Timetable for Tenure Review Process

5.5.6.1 November 15: Departmental recommendations shall be forwarded to the School Advisory Committee (SAC) which shall conduct a review of all candidates for tenure within the school. The SAC may overrule the departmental recommendations only for reasons based on the evidence relative to the achievement of the criteria specified in Section 5.5.4, which it shall communicate to the department and the faculty member in writing.

5.5.6.1.1 The individual faculty member's tenure application file must be complete at the time the recommendation of the department is forwarded to the SAC. No additional materials may be added by the faculty member, departmental faculty, or department head nor be requested by any faculty committee or academic administrator except during the investigation of an appeal.

5.5.6.2 December 15: SAC recommendations for tenure shall be submitted to the dean who shall provide a written statement of concurrence or nonconcurrence with the SAC recommendations. The dean may overrule the SAC's recommendation only for reasons based on the evidence relative to the achievement of the criteria specified in Section 5.5.4, which the dean shall communicate to the SAC and the faculty member in writing.

5.5.6.3 February 1: The dean shall submit the dean's recommendations for tenure to the Faculty Review Committee (FRC). The FRC shall conduct a thorough review of all candidates for tenure and shall submit its recommendations to the Vice President for Academic Affairs. The FRC may overrule the dean's recommendation only for reasons based on the evidence relative to the achievement of the criteria specified in Section 5.5.4, which it shall communicate to the dean in writing.

5.5.6.4 April 1: The FRC shall forward its recommendations for tenure to the Vice President for Academic Affairs who shall determine those faculty for whom tenure will be recommended to the President and the Board. The Vice President for Academic Affairs shall depart from the recommendations of the FRC only for serious and compelling reasons. The Vice President for Academic Affairs will notify both the FRC and the faculty member in writing of the reasons for the Vice President for Academic Affairs' decisions in any case where it departs from the recommendation of the FRC.

5.5.6.5 Should any committee or person fail to submit its or the person's recommendations within the time periods contained herein, the process shall proceed to the next step without the benefit of such recommendations unless an extension is granted by the committee or person at the next step.

5.5.7 Appeals

Any faculty member who is denied tenure may appeal to the next highest committee or authority up to the Vice President for Academic Affairs; however, negative recommendations will be forwarded to the next level only if appealed in writing by the faculty member. Such written appeal must be submitted within fourteen (14) calendar days of the receipt of the negative recommendation by the faculty members. In the event that the appeal receives a positive recommendation, the committee or person reversing previous recommendations shall forward to the committee/person the reason(s) for the reversal of the negative recommendation.

5.6 Promotion Policy

5.6.1 General Principles

5.6.1.1 Promotion shall be based primarily on merit, although years of service and educational preparation shall be given some consideration.

5.6.1.2 Promotion recommendations shall be based on the judgmental criteria specified in Section 5.6.3.

5.6.2 Eligibility Criteria

5.6.2.1 To be eligible for consideration for promotion, a faculty member must meet the following requirements:

5.6.2.1.1 Assistant Professor: An earned doctorate from an accredited institution or other terminal qualifications appropriate to the position as stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs. Exceptions may be made because of unusual scholarly and/or professional achievements.

Associate Professor: An earned doctorate from an accredited institution or other terminal qualifications appropriate to the position as stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs; normally five (5) years of full-time higher education experience at the rank of Instructor or above; compliance with the provisions of Section 5.4. Exceptions may be made because of unusual scholarly and/or professional achievements.

Professor: An earned doctorate from an accredited institution or other noteworthy qualifications for the position as stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs; normally, eleven (11) years of full-time higher education experience at the rank of Instructor or above; compliance with the provisions of Section 5.4. Exceptions may be made because of unusual scholarly and/or professional achievements.

5.6.2.1.2 The degree and time in rank requirements stated in Section 5.6.2.1.1 should not be interpreted so as to prevent the promotion to a higher rank of faculty members who have served at Northern Michigan University for at least five (5) years prior to 1975-76. For these faculty members, merit, based upon the judgmental criteria documented in the faculty member's cumulative evaluations, shall be the primary consideration for promotion.

5.6.3 Judgmental Criteria for Promotion

Faculty who request consideration for promotion shall present in the annual evaluation supporting evidence as defined in departmental bylaws bearing on the quality of their performance since the last promotion in each of the following areas:

1. Assigned professional responsibilities in such areas as teaching, counseling, or librarianship and other assigned responsibilities such as academic advising or curriculum development and other related duties as specified in the letter of appointment.

2. Professional development such as research, scholarship, publication (or creative endeavors where applicable), involvement in professional conferences, consulting, or other appropriate professional activities.

3. Service such as departmental, school, and University-wide committee participation, service to the student body, and service through participation in professionally-related community service, and/or professional organizations, student body, and professionally related community service.

The bylaws of each department shall specifically describe standards for promotion which confirm levels of achievement commensurate with each higher rank. Terms such as "effective performance," "significant contribution," and "demonstrated effectiveness" shall be described by example. The circle of comparison for acceptability shall be the Northern Michigan University community. Such descriptions must be approved according to the processes described in Section 3.1.

Effectiveness in assigned professional responsibilities is the primary and most important criteria for promotion (criterion 1). The relative importance of professional development (criterion 2) and service (criterion 3) shall be specified by the departmental evaluation committee in consultation with the faculty member and subject to the approval of the department head.

5.6.4 Departmental Eligibility and Judgmental Criteria

5.6.4.1 Departments may periodically add to or revise particular departmental eligibility and judgmental requirements in their bylaws subject to the approval of the department head, the SAC, the appropriate dean, and the Vice President for Academic Affairs.

5.6.4.2 The SAC shall be responsible for insuring the basic equivalence of promotion requirements among departments and their adherence to the basic guidelines of this policy.

5.6.4.3 Following approval by the appropriate dean and Vice President for Academic Affairs, the department's criteria, as specified by the bylaws, will be regarded as official departmental policy to be communicated to all department members and available on request by any faculty member from the appropriate dean.

5.7 Promotion Review

5.7.1 Promotion review shall be based on the faculty evaluation as outlined in Section 5.4 and shall reflect the general principle stated in Section 5.6.1. A promotion review shall be conducted when requested by a faculty member.

5.7.2 As provided by departmental bylaws, each department shall establish procedures for tenure and promotion review.

5.7.3 The departmental evaluation committee shall conduct a review of the qualifications and performance of the faculty member and shall submit a written report and recommendation which shall be incorporated in the faculty member's annual evaluation. The department head shall submit an independent report which shall be incorporated in the faculty member's annual evaluation.

5.7.4 The department head shall forward to the SAC and the dean, the department's candidates for promotion.

5.7.4.1 The individual faculty member's promotion application file must be complete at the time the recommendation of the department is forwarded to the SAC. No additional materials may be added by the faculty member, departmental faculty, or the department head nor be requested by any

faculty committee or academic administrator except during the investigation of an appeal.

5.7.4.2 Candidates not recommended for promotion by the departmental committee or a department head shall be provided a written statement of the reason(s). A faculty member may appeal the faculty member's department's recommendations on promotion directly to the SAC, which shall make its own investigation and determination of such appeal and shall advise the faculty member of its determination. The SAC may refer the faculty member's appeal to the faculty member's department for further consideration. The departmental evaluation committee and the SAC shall forward copies of their actions to the grievance officer.

5.7.5 The SAC shall conduct a thorough review of all candidates for promotion within the school and shall submit its recommendations to the dean of the school for review and action. Should the SAC overrule the departmental recommendation for promotion, the SAC must provide to the candidate and the previous review body a specific written statement of how in the SAC's judgment, the candidate failed to meet the criteria specified in Section 5.6.2, Section 5.6.3, or departmental bylaws, along with suggestions on how to strengthen the case for favorable consideration in the future.

5.7.5.1 Faculty not recommended for promotion by the SAC shall be provided a written statement of the reason(s). A faculty member may appeal the recommendations of the SAC to the dean who shall make the dean's own investigation and determination of such appeal and shall advise the faculty member of the dean's determination. The dean may refer such appeals to the SAC for further consideration.

5.7.6 The dean shall forward the dean's recommendations for promotion to the FRC. Should the dean overrule the SAC's recommendation for promotion, the dean must provide to the candidate and the previous review body a specific written statement of how in the dean's judgment, the candidate failed to meet the criteria specified in Section 5.6.2, Section 5.6.3, or departmental bylaws, along with suggestions on how to strengthen the case for favorable consideration in the future.

5.7.6.1 Faculty not recommended for promotion by the dean shall be notified in writing of the reason(s) for the dean's decision. A faculty member may appeal the recommendations of the dean to the FRC. The FRC shall make its own investigation and determination of such appeal and shall advise the faculty member of its determination. The FRC may refer such appeals to the dean for further consideration.

5.7.7 The FRC will conduct a thorough review of all candidates for promotion and shall submit its recommendations to the Vice President for Academic Affairs for review and action. Should the FRC overrule the dean's recommendation for promotion, the FRC must provide to the candidate and the previous review body a specific written statement of how in the FRC's judgment, the candidate failed to meet the criteria specified in Section 5.6.2, Section 5.6.3, or departmental bylaws, along with suggestions on how to strengthen the case for favorable consideration in the future.

5.7.7.1 Faculty not recommended for promotion by the FRC shall be provided a written statement of the reason(s). A faculty member may appeal the FRC's recommendation to the Vice President for Academic Affairs, who shall make the Vice President for Academic Affairs' own investigation and

determination of such appeal and shall advise the faculty member of the Vice President for Academic Affairs' determination. The Vice President for Academic Affairs may request the FRC to reconsider its recommendations.

5.7.8 The Vice President for Academic Affairs (as the Board's agent), following consultation with the FRC, shall determine those faculty for whom promotion will be recommended to the President and the Board. Recognizing that promotion recommendations advanced by the FRC are the end result of a thorough review process, the Vice President for Academic Affairs shall depart from the recommendations of the FRC only for serious and compelling reasons. The Vice President for Academic Affairs will notify both the FRC and the faculty member in writing of the reasons for the Vice President for Academic Affairs' decision in any case where it departs from the recommendation of the FRC.

5.7.9 Negative recommendations will be forwarded to the next level only if appealed in writing by the faculty member.

5.7.10 Promotion review shall be conducted in accordance with the following schedule:

- Departmental recommendations shall be sent to the SAC by November 15.
- SAC recommendations shall be sent to the deans by December 15.
- Recommendations of the deans shall be sent to the FRC by February 1.
- Recommendations of the FRC shall be sent to the Vice President for Academic Affairs by March 1.
- Recommendations of the Vice President for Academic Affairs shall be sent to the Board by April 1.

5.7.10.1 When a faculty member is notified in writing of a negative recommendation, the faculty member shall have fourteen (14) calendar days in which to lodge an appeal. Each of the above deadlines shall be extended thirty (30) calendar days in case of such an appeal. All such appeals shall be conducted in conformity with Section 5.5.7 of this Agreement.

5.7.10.2 It is agreed that should any committee or person fail to submit its or the person's recommendations within the time periods above specified, the process shall proceed to the next step without the benefit of such recommendations, unless an extension is granted by the person or committee at the next step.

ARTICLE VI

PROFESSIONAL RESPONSIBILITIES

6.0 Professional Responsibilities

6.1 The Board and the Association agree that the primary professional responsibility of faculty members is teaching, professional library work, or professional counseling, depending on the position.

6.1.1 Full-time faculty members shall normally be assigned to a twenty-four (24) credit-hour teaching load (or its equivalent) during the regular academic year (fall and winter semesters). In most instances, twelve (12) hours is the normal credit-hour load for each regular semester. It is recognized that it may not be possible to establish the same credit-hour production for each faculty member. Department heads, after consultation with departmental faculty, are responsible for structuring assignments to take into account large sections in single courses, laboratory supervision and planning, supervision of special learning activities, supervision of field activities, clinical experience, or administrative duties.

6.1.1.1 Off-campus teaching assignments during the academic year shall be based on the programmatic needs as determined by the dean, department head, and the Director of Continuing Education Credit Programs. When accreditation standards dictate limitation on off-campus overloads, the Board reserves the right to assign qualified members of the bargaining unit to off-campus courses as part of load, but no faculty member can be assigned more than one (1) on-load extension course in an academic year without mutual consent. In other cases, these courses may be offered to qualified members of the bargaining unit or to qualified adjuncts as extension courses. The department head and dean have final authority to determine such assignments.

6.1.1.2 Individual faculty members may have the normal twenty-four (24) credit hour on-campus teaching load assignment for the two- (2) semester academic year reassigned to include spring, summer, overload and/or off-campus courses at no additional compensation only at the written mutual agreement of the dean and the faculty member.

Under this reassignment option all semesters involving a reduced teaching load shall carry an equivalent reduction in all nonteaching duties.

6.1.2 The normal workload for nonteaching faculty shall be forty (40) hours per week, with specific work schedules determined by the department head, director, or division head.

6.1.3 In the case of faculty members who are assigned combined teaching and nonteaching responsibilities, an appropriate proration shall be made consistent with Sections 6.1.1 and 6.1.2.

6.1.4 Faculty shall have departmental, school, and University-wide committee responsibilities and shall participate in at least one (1) commencement exercise each calendar year.

6.1.5 There shall be no fixed scheduling of the times which faculty members shall be required to discharge their professional responsibilities, except as provided in Section 6.3 and except as required by scheduled class

assignments and the fixed scheduling of other events which faculty members are required to attend by this Agreement.

6.2 Instructional Responsibilities

6.2.1 Instructional objectives, course requirements, and the testing methods and criteria to be used in grading shall be communicated to students by means of a syllabus at the beginning of each semester (or session). Copies of syllabuses shall be on file in the department office.

6.2.2 Students shall be provided timely appraisal of their progress in each course and shall be provided an opportunity to review all written work on which they have received grades (including final exams which shall be retained by the instructor for one (1) year).

6.2.3 Faculty shall meet their assigned classes at their scheduled times for the entire period and for the full length of the semester. Any change in time or location of a scheduled class must have prior approval of the department head, and the faculty member is expected to give students timely notification of the change.

6.2.3.1 All student-initiated appeals of grades shall follow the procedure described in Part 2 of the document entitled "Students' Rights and Responsibilities."

6.3 Academic Advising, Registration, and Student Consultation Responsibilities

6.3.1 Faculty shall have registration and advising responsibilities before the beginning of classes and during the semester (or session, if applicable), including advance registration periods.

6.3.2 Faculty shall be available at regular and posted hours for consultation with students. A minimum of twelve (12) hours per week shall be designated for office hours and for appointments as arranged individually or through the department office.

6.4 Academic Freedom and Responsibility

6.4.1 The Board and the Association subscribe to the following statement which sets forth principles of academic freedom and associated responsibilities of individual faculty members:

> The teacher is entitled to full freedom in research and in the publication of the results, subject to adequate performance of the teacher's other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
>
> The teacher is entitled to freedom in the classroom in discussing the teacher's subject, but the teacher should be careful not to introduce into the teacher's teaching controversial matter which has no relation to the teacher's subject.

6.5 Professional Development

6.5.1 Faculty members shall be expected to engage in appropriate professional development activities as specified in the annual evaluation.

6.5.1.1 Faculty who attend meetings or conferences under University sponsorship have a responsibility to communicate in writing to the department head the substance of such experiences and any suggestions or recommendations they have which would contribute to their professional growth and/or the improvement of programs at this institution. Such written reports should be attached to the annual evaluation.

6.5.2 Academic Support

6.5.2.1 The Board shall provide each department with support funds for general operations which shall be allocated by the department head in consultation with the faculty.

6.5.2.2 The Board shall continue to provide academic support in the following areas: clerical services, office supplies, equipment, laboratory supplies, duplicating, campus mail services, office space, and an allocation for library expenditures.

6.5.2.3 The Board shall provide funds at the school level to facilitate bringing academic guests and speakers to the University.

6.5.2.4 The Board shall allocate for approved travel $390 in 1987-88, $440 in 1988-89, and $490 in 1989-90 for each full-time departmental faculty member on an academic year appointment at the beginning of the fall semester. These travel funds are to be allocated as described in Section 6.5.2.1.

6.5.2.4.1 Departmental monies allocated for faculty travel under Section 6.5.2.4 and not expended during the fiscal year will be carried forward for faculty travel in that department in the following fiscal year.

6.5.2.5. The Board shall allocate for research projects and scholarly activities $31,500 in each academic year. These funds are to be awarded on a competitive basis in accordance with Section 3.3.1.6.

Additionally, for each year of the Agreement, the equivalent of $18,500 shall be awarded in released time to faculty who can receive released time without requiring that the department hire a replacement for them. Released time from one (1) four- (4) credit course shall be measured as one-ninth (1/9) of the salary of the faculty member receiving released time.

6.5.2.6 The Board shall allocate $5,000 each year of the Agreement for curriculum development and instructional improvement. Allocations for curriculum development and instructional improvement shall be made by the Office of the Vice President for Academic Affairs in consultation with the Academic Senate.

Additionally, the equivalent of $15,000 shall be awarded in released time to faculty who can receive released time without requiring that the department hire a replacement for them. Released time from one (1) four- (4) credit course shall be measured as one-ninth (1/9) of the salary of the faculty member receiving released time.

6.5.2.7 The Board shall allocate for supplemental travel $16,150 in each academic year. Support for faculty travel will be in cases where the faculty member is invited to present a paper or has a significant role in a conference or meeting or in cases where a faculty member attends a special seminar or meeting. Applications for supplemental travel support shall be made through the appropriate dean to the Vice President for Academic Affairs.

6.5.2.8 The Office of Research Development shall provide, insofar as possible, clerical and logistical support to faculty members seeking and submitting grants from outside funding agencies or organizations. In order to ensure timely submission of grant applications, faculty shall adhere to the guidelines of the Research Development Office.

6.5.2.8.1 University research proposals funded by an outside agency shall not be denied approval or rescinded by the Board except for serious reasons.

6.5.3 In each academic year the University will allocate two hundred forty (240) clock hours of released time for Librarians for the purposes of research and publication. Faculty members may submit applications for such released time to the Director of the Library along with a plan of work for the released time. Approved applications will be awarded released time within the stated limit.

6.6 Consultant and Outside Activities

6.6.1 Faculty members shall undertake consulting and outside work commitments under the following conditions:

6.6.1.1 Prior to accepting any consultation or outside work assignment during the faculty member's appointment period, a faculty member shall advise the faculty member's department head and dean in writing of the scope and duration of the assignment to be undertaken and the employer or agency to be served. Forms for such purpose are available in each dean's office.

6.6.1.2 Such work must not interfere with the faculty member's assigned University responsibilities, both classroom and nonclassroom, nor involve a conflict of interest.

6.6.1.3 A maximum of eighteen (18) working days may be devoted to outside consultation activities during the regular academic year (fall and winter semesters).

6.6.1.4 Equipment, supplies, materials, and clerical services utilized in outside work shall be provided by the faculty member and not by the University.

6.6.1.5 If, in the opinion of the department head or dean, outside consulting or outside work interferes with the regular University duties of the faculty member, said faculty member shall be instructed to terminate or substantially modify such work as a condition of continuing employment on a full-time basis or to accept a reduced appointment or to accept a leave of absence without pay for a specified period.

6.6.1.6 Exceptions to Sections 6.6.1.1, 6.6.1.3, and 6.6.1.4 may be permitted only by the Board.

6.7 Other Provisions

6.7.1 Except in extenuating circumstances or as a result of acts not within the control of the University, all professional library service, professional counseling, and the teaching of all credit courses which count toward degree programs shall be the exclusive work of the bargaining unit, with the following exceptions: that credit courses which count toward degree programs may also be taught by department heads, academic administrators, visiting professors, graduate assistants, research assistants, part-time instructors, and coaching staff.

6.7.2 The Board and the Association agree that under the terms of this Agreement the Association has important academic governance responsibilities. The exercise of such responsibilities shall be considered University service and shall be evaluated as described in Article V.

6.8 Professional Accomplishments

In order to publicize the accomplishments of the faculty to the legislature, funding agencies, prospective candidates, and others, each faculty member will annually provide the Administration a list of their accomplishments in a format approved by the Academic Senate.

ARTICLE VII

BUDGET REDUCTION: LAYOFF AND RECALL

7.1 In the event that the Board determines that reductions in University expenditures are necessary in order to maintain a balanced budget and that such reductions may involve faculty layoffs, the Board, through the President of the University, shall inform the President's Council of the estimated reductions in total University expenditures. The President's Council (which is comprised of the President, Vice Presidents, Deans, and Directors) shall assist the President in formulating tentative guidelines for reductions including tentative determinations as to the major budgetary areas in which reductions should be considered and the projected amounts thereof.

7.1.1 The Board and the Association agree that layoff of faculty is one of the last and most serious steps an institution of higher learning takes. In the event that the Board determines that in its judgment the layoff of faculty may be necessary in the context of budget reductions as described in Section 7.1, it is understood that the Board will initiate procedures in this Article only in the event that it determines that a demonstrably bona fide financial exigency exists. The Board's judgment that the layoff of faculty may be necessary and the Board's judgment that a bona fide financial exigency exists shall not be reviewable in the grievance procedure.

7.1.2 Curriculum or academic program changes which entail reduction or reallocation of existing academic positions or programs for reasons other than budget reduction as described in this Article are governed by the applicable procedures described in Article III.

7.2 If the tentative determinations as to the major budgetary areas in which reductions should be considered, referenced in Section 7.1, include proposed reductions in the instructional budget, then the President shall inform the Association of the proposed reductions. The Association shall provide to the Vice President for Academic Affairs within fifteen (15) calendar days of such notification its written recommendation as to whether a demonstrably bona fide financial exigency exists. In order that due consideration may be given to the recommendations of the Association, the procedures described in Section 7.3 and following will not be initiated for at least twenty (20) days after such notification.

7.2.1 The Association may request the Educational Policy Committee (EPC) to review the President's tentative determinations for reductions in the instructional budget or the EPC may review said determinations on its own initiative.

7.3 The President's tentative determination for reduction in the instructional budget, including the dollar amount thereof, and a general and concise statement of the reasons, therefore, shall be communicated to the EPC (described in Article III). Based on their ongoing analysis of enrollment patterns and projections, credit-hour data, program staffing requirements, current levels of support, and future program plans, the EPC shall give consideration to the short- and long-term effects of any layoffs. The EPC shall forward its recommendations to the Association, the Vice President for Academic Affairs, and the President within twenty (20) days of receipt

of the communication of the said determinations. As used in this Article, the term "instructional budget" shall mean the budgets of all academic schools and off-campus credit-hour instruction.

7.4 If the President, in the President's discretion, initially perceives that the temporal circumstances are such that the fifteen- (15) day period specified in Section 7.2 or the twenty- (20) day period specified in Section 7.3 may be extended, the President shall in the communications described in Sections 7.2 and 7.3 extend said periods for a specified number of days. If the EPC or the Association perceives a need for more time than is specified, the EPC or the Association may request an extension of the specified time period and the President in the President's discretion may grant one (1) or more such requests for extension.

7.5 The President or the President's designee shall, in turn, review the EPC's recommendations with the President's Council and shall finalize a plan for meeting the necessary reductions in University expenditures. If such plan provides for reduction in the instructional budget which may involve faculty layoffs, the President or the President's designee shall so inform the EPC and the Association and shall state the amount of such reduction. Normally this plan will reflect the recommendations of the EPC; however, for serious reasons, communicated to the EPC, the President or the President's designee may modify these recommendations.

7.6 The EPC shall have thirty (30) calendar days after receiving the plan (as described in Section 7.5) from the President or the President's designee to make recommendations on economies to be effected within the instructional budget. Recommendations shall be formulated for budget reductions within the various academic schools and units. Opportunities will be given to concerned departments and schools (including School Advisory Councils) to discuss the proposed reduction with the EPC and to propose alternative solutions to the problem. The EPC's recommendations shall be forwarded to the Vice President for Academic Affairs, with copies of same to the Association.

7.7 Within twenty (20) days after receiving notification of the EPC's recommendations, the Vice President for Academic Affairs shall communicate to the academic deans and directors the required amount of school or unit reductions. Normally the EPC's recommendations will be reflected in the Vice President for Academic Affairs' decisions; however, for serious reasons, communicated to the EPC in writing, the Vice President for Academic Affairs may modify these recommendations. Within twenty (20) days thereafter the dean (or director) shall formulate a plan for meeting the required reductions within the dean's (or director's) school or unit. During this period, the dean shall consult with the dean's School Advisory Council and all departments within the school and shall request written recommendations from the departments. Directors shall similarly consult with all faculty groups within their units. After such consultation, each dean (or director) shall recommend to the Vice President for Academic Affairs the dean's (or director's) plan for meeting the required budget reductions and shall solicit from the affected departments their recommendations identifying faculty to be given notification of layoff. The department at its option may choose not to submit such recommendations. The dean's recommendations shall normally be consistent with the department's recommendations; however, for serious reasons, consistent with Section 7.11, communicated to the department in writing,

the dean may modify the department's recommendations. The dean (or director) shall determine those faculty, if any, within the school (or unit) to be notified of layoff, and shall communicate the dean's (or director's) recommendations to the Vice President for Academic Affairs.

7.8 Within fifteen (15) days after receiving the budget reduction plans from the deans and directors, the Vice President for Academic Affairs shall give notification to the faculty members who are to be laid off. Normally recommendations for layoff advanced by the deans (and/or directors) will be implemented; however, for serious and substantial reasons, communicated to the EPC in writing, the Vice President for Academic Affairs may modify such recommendations. Copies of all layoff notifications shall be sent to the Association.

7.9 It is recognized that the circumstances requiring utilization of the foregoing procedures may be such as to make time an important consideration, and, accordingly, it is agreed that should any committee or person fail to submit its or the person's recommendations within the time periods above specified, the process shall proceed to the next step without benefit of such recommendations.

7.10 Full-time faculty members shall not be laid off until after the alternatives below, in order, as applicable, are considered:

1. Shared load between departments and schools
2. Annualized appointments to include extension teaching
3. Reassignment to another department or school
4. Retraining
5. Supplementation of teaching with nonteaching duties
6. Transfer to a vacant nonteaching position
7. Reduced appointment
8. Early retirement

In the case of a faculty assignment which is to be made under the jurisdiction of a different department, the affected faculty member will be considered for rank in another department under the current criteria in that department or for assignment to another position with the University for which the faculty member is qualified. If the faculty member does not meet the current criteria for rank, the faculty member will be so informed in writing. To provide for equity, the affected faculty member will be given a reasonable probationary period in which to qualify for rank in the new department. The faculty member will be informed in writing of the additional conditions the faculty member has yet to fulfill in order to qualify for rank in the new department.

7.11 The primary criterion to be used in the implementation of layoffs will be the worth of the faculty member (including, for purposes of this paragraph only, part-time teaching personnel) to the particular program and department. The ability of the department to perform satisfactorily the teaching responsibilities assigned to it must be affected as little as possible. Once this programmatic criterion has been met, termination shall take place in the following order:

1. Part-time teaching personnel
2. Full-Time Adjuncts
3. Instructors without tenure
4. Assistant Professors without tenure

5. Associate Professors without tenure
6. Professors without tenure
7. Instructors with tenure
8. Assistant Professors with tenure
9. Associate Professors with tenure
10. Professors with tenure

7.11.1 Once programmatic and rank criteria have been met, reduction shall take place first among those with less seniority at the University. Seniority shall be determined according to length of full-time active service at Northern Michigan University from the effective date of appointment within that department. In the event that two (2) or more faculty members to be laid off have the same effective date of appointment, their seniority shall be determined by possession of the terminal degree. In cases where both or neither faculty member has the terminal degree, seniority shall be determined by the official date on which their highest degree was conferred.

7.12 Faculty members laid off from a given department or unit shall be recalled to such department or unit in inverse order of their layoff, subject always to the faculty member's ability to carry out the full range of instruction needed at the time of recall. Recall rights expire after two (2) calendar years from the date of layoff, or upon failure to accept within fifteen (15) days an offer of recall made within such two- (2) year period.

7.13 Faculty members who are to be laid off will be given notice of layoffs which is in keeping with the periods for termination notices provided in Section 5.5.3. In extreme situations, it may not be possible to give adequate notice. Except in the most extreme financial circumstances, compensation shall be provided to the faculty member proportionate to the lateness of the notice. (Thus, a second-year faculty member who would ordinarily be notified by December 15 of the faculty member's nonreappointment but who is in fact so notified on April 15, would normally receive an amount of money, in lieu of timely notification, which is the equivalent of multiplying the number of weeks by one-thirty-sixth (1/36) of the base salary rate in the case of academic year appointments or one-fifty-second (1/52) of the annual salary rate in the case of twelve- (12) month appointments.)

ARTICLE VIII

LEAVES OF ABSENCE

8.1 Sabbatical Leaves

8.1.1 Purpose

Sabbatical leaves are granted for the purpose of engaging in activities which will enhance the professional growth and effectiveness of the recipients as members of the faculty at Northern Michigan University.

8.1.2 Eligibility

8.1.2.1 All full-time faculty with tenure, who have completed six (6) years of service at Northern Michigan University, are eligible to apply for sabbatical leave. Any exceptions to this will require approval by the Vice President for Academic Affairs and the President of the University and will be made only when in the best interests of the University.

8.1.2.2 Years of service will count from the date of full-time appointment at academic rank or from the ending date of the previous sabbatical leave, whichever is the most recent.

8.1.2.3 Leave of absence (excepting exchange, visiting, or postdoctoral research leaves and other approved leaves totaling a semester or less) will be excluded in determining years of service counting toward eligibility for sabbatical leaves.

8.1.3 Evaluation Criteria

8.1.3.1 Acquiring New Knowledge and Professional Development

Sabbatical leaves may be granted for the purpose of allowing a faculty member to acquire new knowledge through study, research, or other suitable experience or to engage in research or study which will improve the faculty member's professional competencies.

8.1.3.2 Adding to the Body of Knowledge or Producing a Creative Work

Sabbatical leaves may be granted for the purpose of enabling a faculty member to make a contribution to the faculty member's discipline through activities which will lead to the publication of a paper or monograph or which will result in the production of a creative work.

8.1.4 Application Procedure

8.1.4.1 Guidelines and Requirements

8.1.4.1.1 In making application, the faculty member shall present a plan for the use of the sabbatical leave which shall include (1) the type of leave requested, as specified in Section 8.1.6; (2) a statement on how the proposed activity will satisfy the criterion in Section 8.1.3; (3) a description of the faculty member's professional qualifications to undertake the activity; (4) detailed information concerning the resources

or facilities needed to complete the proposed activity; (5) a projected timetable for the work to be completed.

8.1.4.1.2 Consistent with the provisions of Article IX, the Board will provide full fringe benefit coverage for faculty members on sabbatical leave. Such benefits will be based on the salary rate the faculty member would have received if the faculty member had remained on full-time status.

The applicant must agree to inform the University of any other salaries, grants, fellowships, or other financial support the applicant expects to receive or does receive while on sabbatical leave. (The total remuneration from the University and other sources shall not exceed the faculty member's salary for the period of the sabbatical leave.) Funding for the faculty member's travel, relocation, or other extraordinary expenses associated with the sabbatical leave activities shall not be included in the limitation on remuneration nor shall the University be responsible for payment of these.

8.1.4.1.3 The applicant must agree to return to Northern Michigan University for one (1) full academic year during the year immediately following the leave period or to repay in full all compensation paid by Northern Michigan University during the period of the leave.

8.1.4.1.3.1 Faculty may apply for a professional development leave for a period following a sabbatical leave without having to pay the University for compensation paid during the sabbatical. Upon the conclusion of such a professional development leave, the faculty member shall be required to return for a full academic year or to repay in full all compensation paid by the University during the period of the sabbatical leave.

8.1.4.1.4 The applicant must agree to provide the Faculty Review Committee (FRC) and the Vice President for Academic Affairs within one (1) semester after returning to an active teaching assignment a complete report (in writing) on the status of the applicant's accomplishments during the leave, with copies to the appropriate department head, School Advisory Council (SAC), dean, and the President of the University.

8.1.4.1.5 The applicant must agree that in the event the applicant does not pursue the work according to the specific purpose for which the leave was granted (unless changed or modified upon approval of the FRC and the Vice President for Academic Affairs) the applicant shall forego a raise in compensation and promotion (if applicable) for a period of one (1) year following the applicant's return to active status. The judgment that the above statement to forego step advancement is applicable shall rest with the FRC, with the provision that the Vice President for Academic Affairs, for serious reasons, may overrule the FRC's judgment.

8.1.5 Review Procedure

8.1.5.1 All applicants for sabbatical leave shall be reviewed and ranked according to the criteria set forth in Section 8.1.3 at the department, school, and University level following the procedural sequence described in Section 5.7. The FRC shall rank and recommend to the Vice President for Academic Affairs only those sabbatical leave applications which in its judgment meet the purposes set forth in Section 8.1.3. Faculty not ranked and recommended for sabbatical by the FRC shall be provided a written statement of the reason(s).

8.1.5.2 All applications for sabbaticals shall be submitted to the department head no later than October 1 of the year preceding the proposed leave period.

8.1.5.3 The Vice President for Academic Affairs may accept applications beyond the deadline date. Applications accepted beyond the deadline date will follow the same review procedure and can only be added to the end of the officially approved ranking.

All sabbatical leave proposals approved at the departmental level (under Section 8.1.5.1) shall be simultaneously submitted to the Office of Research Development and the School Advisory Councils. The Office of Research Development shall communicate to sabbatical applicants existing information regarding external support sources which may be available for travel, stipends, and/or research support. The Office of Research Development shall make every reasonable effort to assist sabbatical applicants with the necessary clerical and logistical support in preparing and processing applications for external funding.

8.1.6 Time and Pay Combinations

8.1.6.1 For faculty on academic year appointments:

8.1.6.1.1 Two (2) semesters with a fifty (50) percent reduction in the academic year salary rate, or

8.1.6.1.2 One (1) semester with no reduction in pay.

8.1.6.1.3 Full-paid sabbaticals are available through annualized contracts as approved by the Vice President for Academic Affairs. Over a twelve- (12) month period, starting with spring session/summer session, the faculty member will receive a two (2) academic semester (fall and winter) compensation for twelve (12) credit hours of teaching. Only in the event that the twelve (12) credit hours cannot be scheduled during that twelve- (12) month period, will the remaining balance be scheduled during the succeeding twelve (12) months in addition to the normal twenty-four (24) credit hours, but without additional compensation for the balance.

8.1.6.1.4 The same arrangement can be made for fall or winter semesters except eighteen (18) credit hours of teaching are required over the twelve- (12) month period.

8.1.6.2 For faculty on twelve- (12) month appointments:

8.1.6.2.1 Twelve (12) months with fifty (50) percent reduction in pay.

8.1.6.2.2 Up to six (6) months with no reduction in pay.

8.1.7 Support for Sabbatical Leave

8.1.7.1 The University will provide sixteen (16) units of sabbatical leave for each academic year in which the FRC ranks and recommends a sufficient number and types of time and pay combination applications to make the offer of sixteen (16) units possible. Sabbatical units will be calculated as follows:

Time and Pay Combination	Units
One (1) semester, no reduction in pay	2 each
Two (2) semester, one-half salary rate	1 each
Annualized contract, no reduction in pay	1 each
Other time periods, no reduction in pay	2 each
Other time periods, some reduction in pay	1 each

8.1.7.1.1 The University will offer at least three (3) one (1) semester, no reduction in pay sabbaticals for each academic year. Time and pay combinations other than those set forth in Section 8.1.6 of this Agreement are available by mutual agreement. Funds derived from sabbatical leaves shall accrue to the Office of the Vice President for Academic Affairs and may be used to secure full-time or part-time replacements for faculty who are granted sabbatical leaves.

8.1.7.1.2 No provision of Section 8.1.7.1 of this Agreement shall be construed to require the University to provide more than $150,000 of support for sabbaticals over the life of this Agreement as measured by net replacement compensation costs.

8.1.7.1.3 Costing of sabbatical support shall be for sabbaticals applied for in 1987-88, 1988-89, and 1989-90 and offered by the University for the following academic year.

8.1.7.1.4 Net replacement compensation costs shall not include the value of any released time credits used to improve sabbatical time and pay combinations.

8.1.7.1.5 The Vice President for Academic Affairs shall provide a detailed accounting of net replacement compensation cost to the Association for any year in which the University will not provide the agreed number of units of sabbatical leave because the dollar limit for support has been exceeded.

8.1.7.2 No sabbatical leave application shall be denied on the grounds that the contribution of an otherwise eligible applicant is required for the continuance of departmental or division programs.

8.1.7.3 Departmental faculty shall not assume overload teaching responsibilities resulting from sabbatical leaves without additional compensation. Such overload assignments must be approved by the department head and dean.

8.2 Leaves with Pay

8.2.1 Faculty exchange leaves approved in accordance with the Michigan Universities Faculty Exchange Program shall be fully funded.

8.2.2 Annual Leave

8.2.2.1 All regular full-time twelve- (12) month faculty are credited each payroll date with all leave earned to date including unused accumulated leave from prior years to a maximum of thirty-one (31) days (thirty-six [36] days at the completion of the fifteenth year of service). This accumulated leave may be used as earned. The following schedule is used to calculate annual leave earned:

Years of Service	Days Per Year	Rate of Accumulation Per Pay Period
0 to 15	21	.808
15 plus	26	1.000

(Accumulated fractions less than one-half (1/2) day will be dropped annually)

8.2.2.2 All leave shall be taken at the mutual convenience of the University and the faculty member at a time approved by the department or program head, with the provision that faculty having a greater length of service shall be given priority consideration. The minimum period of leave is one (1) hour.

8.2.2.3 Newly appointed twelve- (12) month faculty are normally allowed five (5) leave days which may be used and deducted from their first year's accumulation. In case of termination, other than by death or military leave of absence, with less than six (6) months of service to the University, any used leave will be deducted from the employee's final salary check.

8.2.2.4 Faculty who terminate their employment, or who transfer to another internal position in which no annual leave may be earned, may take or be compensated for a maximum of thirty-one (31) days of annual leave (thirty-six [36] days if at the completion of the fifteenth year of service).

8.2.2.5 When a holiday is observed by the University during the time that annual leave is being taken, no annual leave will be charged for the holiday.

8.2.2.6 Twelve- (12) month faculty appointed to positions financed by grants will be governed by the grant provisions for annual leave. Every effort shall be made by the University to negotiate grant provisions consistent with University policy.

8.2.3 Sick Leave/Salary Continuation Policy

8.2.3.1 All current full-time faculty members are covered by either the Sick Leave Policy or the Salary Continuation Policy as hereinafter described. All faculty whose date of employment was on or after July 1, 1976 shall automatically be covered under the Salary Continuation Policy. Faculty members hired before July 1, 1976 have had an opportunity to select the plan of their choice and, because the time period for expressing their choice has expired, their decision is irrevocable.

8.2.3.1.1 New faculty on the Salary Continuation Policy who have less than one (1) year of service shall, during the regular appointment period, receive payment over a period for up to four (4) weeks at full salary and up to twelve (12) weeks at the rate of sixty percent (60%) of regular salary in the event of absence due to illness or disability.

8.2.3.1.2 Faculty who have one (1) year or more of continuous service shall, during the regular appointment period, receive payment over a period for up to eight (8) weeks at full salary and up to eighteen (18) weeks at the rate of sixty (60) percent of regular salary in the event of absence due to illness or injury. After such time the faculty member shall apply for long-term disability through the Board's carrier and, if approved, shall

be covered at the rate and according to the conditions established by the carrier.

8.2.3.2 Salary Continuation Policy

Effective July 1, 1976, the Business Office calculated the total number of accumulated sick leave days, as of that date, and placed a cash value on such accumulation for each faculty member who chose the salary continuation coverage. The cash value was computed by multiplying one-half (1/2) the number of sick leave days accumulated by the salary rate prevailing as of June 30, 1976. Each such faculty member received notification of the said cash value. In the event of the faculty member's death, said cash value shall be paid to the faculty member's designated beneficiary. Forms for designating beneficiaries are available in the Personnel Department.

If a faculty member retires after satisfying the Michigan Public School Employees Retirement System (MPSERS) retirement eligibility requirements and has a minimum of ten (10) years of service at Northern Michigan University, the faculty member shall receive payment for the faculty member's accumulated sick leave days. The same criterion also applies to faculty covered under Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF).

8.2.3.3 Sick Leave Policy

This policy is only for faculty whose date of employment was on or before July 1, 1976, and who selected this policy at that time. Sick leave is accumulated on the basis of one-half (1/2) day each faculty pay period during the appointment period.

Faculty on an academic year appointment earn additional sick leave at the same rate if they have full-time spring and/or summer session appointments. Part-time appointments during these sessions yield a prorated number of sick leave days.

The maximum accumulation of sick leave each year is thirteen (13) days. The maximum lifetime accumulation is one hundred ninety-five (195) days for faculty on less than twelve- (12) month appointments, and two hundred thirty-four (234) days for faculty who hold twelve- (12) month appointments.

In the event of a faculty member's death, the cash value of the faculty member's accumulated sick leave (computed as shown below) shall be paid to the faculty member's designated beneficiary. Forms for designating beneficiaries are available in the Personnel Department.

If a faculty member retires after satisfying the MPSERS retirement eligibility requirements and has a minimum of ten (10) years of service at Northern Michigan University, the faculty member shall receive payment for the faculty member's accumulated sick leave days. The cash value of said payment shall be computed by multiplying one-half (1/2) the number of sick leave days accumulated by the base salary rate prevailing at the time of retirement.

8.2.3.4 Faculty members who are injured while performing their duties at the University, and who subsequently draw Workers' Compensation or are

eligible for Social Security, shall have their University compensation reduced by an amount equal to any such payments received.

8.2.3.5 Faculty eligible for leave may use it for absences required due to the confining illness or injury of the faculty member's immediate family (spouse, children, parents, or parents-in-law). Such leave is limited to three (3) working days in any one (1) fiscal year, with the exception of absences due to medically required hospitalization or travel involving the faculty member's immediate family which shall be limited to fourteen (14) calendar days after which time annual leave must be used, if available, or a personal leave of absence without pay may be requested.

8.2.3.6 All absences due to sickness or disability must be immediately reported to the department head, who shall record absences on the biweekly time sheet, regardless of whether the University provides a substitute or the department absorbs the workload.

8.2.3.7 A faculty member who must be absent longer than anticipated shall so notify the faculty member's department head at least once every seven (7) calendar days unless other arrangements are made.

8.2.3.8 Department heads shall be responsible for verifying absence due to illness or disability and, therefore, may request the faculty member to provide a statement from the faculty member's physician if such absence exceeds seven (7) calendar days, or if absences are frequent or observed to follow a pattern.

8.2.3.9 A faculty member who has been severly ill or who has been hospitalized because of illness or surgery must provide a medical statement attesting to the fact that the faculty member is able to resume the faculty member's assigned duties, including any medical limitations attached thereto.

8.2.3.10 In the event that illness or injury prevents a faculty member from fulfilling the faculty member's teaching assignment during the semester, the University shall provide funds to compensate overload assignments assumed by other departmental faculty or to hire qualified part-time personnel.

8.2.3.11 Involuntary Sick Leave

8.2.3.11.1 If the fitness of a faculty member to continue in the faculty member's responsibilities becomes questionable for reasons of physical or mental health, the appropriate department or program head along with the Vice President for Academic Affairs and/or the Vice President for Academic Affairs' designee shall discuss the matter with the faculty member in personal conference. This conference may not occur until and unless the Association has been notified twenty-four (24) hours in advance. An Association representative may be present at the request of the faculty member, and the faculty member may request Association review of the administrative action taken.

8.2.3.11.2 Medical evidence shall be provided only by a qualified physician or psychiatrist who is mutually agreed to by the faculty member and the Board. A faculty member does not have the right to refuse to be examined. Refusal to allow the physician or psychiatrist to release the results of the examination to the Board shall constitute sufficient, nongrievable

grounds for the faculty member being placed on involuntary sick leave. The University shall pay for any such examinations.

8.2.3.11.3 In cases in which the continuance of the faculty member, in the judgment of the Vice President for Academic Affairs, threatens immediate harm to self or others, the Vice President for Academic Affairs shall immediately place the faculty member on involuntary sick leave, and the President of the Association shall be notified of such action.

8.2.3.11.4 In order to determine medical status and continuation of compensable leave, a periodic medical status report is required as requested by the Board.

8.2.3.11.5 Except as specified in Section 8.2.3.11.2, any action placing a faculty member on involuntary sick leave shall be subject to review under the grievance procedures as specified in Article IV.

8.2.3.12 Return from Long-Term Disability Leave

A faculty member returning to active status after two (2) years or more on long-term disability leave shall be entitled to return to the faculty member's former department for a period of one (1) academic year. During this time an assessment of the faculty member's professional competencies will be made, through the regular evaluation procedure, to determine if the faculty member is able to adequately discharge the faculty member's assigned responsibilities. If the faculty member is not able to do so, the faculty member will be offered another position in the University for which the faculty member is qualified.

8.2.4 Expert Witness Leave

8.2.4.1 On occasions, faculty are obligated to testify as court witnesses on subjects upon which they qualify as experts. However, faculty should not seek obligations and are permitted leave to so serve only when subpoenaed to appear.

8.2.4.2 In testifying as an expert witness, a faculty member necessarily must make preparation for the case--presumably upon the faculty member's own time--and therefore is permitted to retain personally all fees received, whether paid by the court or by the person, firm, or organization for whose witness the faculty member is subpoenaed. An exception, obviously, is the case of prolonged absence from duty which, as in the case of one rendering consultant services, would call for placing the faculty member on leave of absence without salary for the duration of the absence.

8.2.5 Funeral Leave

8.2.5.1 If a death occurs among members of a faculty member's immediate family, the faculty member will be excused from work without loss of pay in accordance with the following provisions:

8.2.5.2 The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half brother, half sister, ward, and dependent persons (foster children or relatives residing in the home).

8.2.5.3 In the case of an employee's parent, spouse, or child, five (5) days are permitted. One (1) day is allowed in the case of the death of an uncle, aunt, nephew, or niece. A maximum of three (3) days is permitted in all other cases. Because of extenuating circumstances, a department head may grant the bereaved employee additional time without loss of pay.

8.2.5.4 Permission will be granted to a reasonable number of employees who wish to attend the funeral of a fellow employee or former employee, provided they return to their responsibilities after the funeral. Faculty members who serve as pallbearers at the funeral of a colleague or former colleague will not lose pay because of their absence.

8.2.6 Jury Duty Leave

8.2.6.1 Faculty members shall be granted jury leave with pay for the period they are required to serve. Such leave shall be coordinated with the department head. With the exception of reimbursable expenses, compensation received by the individual for time spent performing jury duty on working days shall be remitted to the University. Checks for jury duty should be endorsed to Northern Michigan University and forwarded to the Cashiers Office with a memorandum that includes the dates of the jury duty. A faculty member is expected to report for regular University assignment when temporarily excused from attendance at court.

8.2.7 Holidays

8.2.7.1 The following holidays are observed by Northern Michigan University: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Good Friday Afternoon (from 12 noon).

In addition to the holidays stated above, twelve- (12) month faculty members will be given three (3) additional days off with pay as designated by the University. These days will normally be the first working day after Thanksgiving and either the day before or after Christmas and New Year's Day.

8.2.7.2 Whenever one of these holidays falls on Saturday, the preceding Friday will be observed. When the holiday falls on Sunday, the following Monday will be observed.

8.3 Disability, Hospitalization, Child Care, and Family Care

8.3.1 Sick leave and disability benefits:

A faculty member may use sick leave and/or short-term disability benefits or benefits provided under the Salary Continuation Policy as specified in Section 8.2.3 when unable to work because of sickness, disability, or hospitalization. Prior to returning to work, a faculty member who has been off work for more than one (1) month shall be required to submit medical evidence of their ability to perform the full range of normal duties for their position to the Director of Personnel.

8.3.2 In case of anticipated disability, e.g., pregnancy or scheduled surgery, the faculty member is required to provide notice to the Personnel Department and department head as soon as anticipated disability dates have been determined with a related medical statement accompanying said written notice and, if possible, the anticipated duration of disability.

8.3.3 Child care leave:

Faculty members who have been employed for at least one (1) academic year (two (2) full semesters) shall be eligible for child care leave without pay for a newborn infant (including adopted infants).

8.3.3.1 Faculty members shall have a right to a child care leave extending for a period of three (3) months or one (1) academic semester (with the department head having the discretion of final approval of the period of three (3) months or one (1) academic semester). Child care leaves may be renewed, at the discretion of the department head, for a period up to a maximum of one (1) year for twelve- (12) month appointments or two (2) regular academic semesters for ten- (10) month appointments.

8.3.3.2 A faculty member shall not receive a salary increase at the end of a year in which the faculty member has been on child care leave for more than one (1) academic semester.

8.3.3.3 Child care leave time exceeding one (1) semester shall not be counted toward tenure or promotion, but the taking of child care leave shall not otherwise prejudice future tenure or promotion consideration.

8.3.3.4 During the period of child care leave, group medical and life insurance coverage may be continued at the faculty member's expense in accordance with the University's regulations.

8.3.3.5 During the period of a child care leave, a faculty member does not earn annual leave or sick leave, and is not eligible for holiday pay.

8.3.3.6 In order to be eligible for child care benefits, the faculty member shall notify the department head in writing and comply with the following requirements:

a. The faculty member shall notify in writing, the faculty member's department head, of the expected date of child care leave, as early as possible, in order that the search for a suitable replacement may begin. Such notice shall include a statement as to whether the faculty member intends to return to a position after termination of the child care leave. Child care leave will begin for a female faculty member at the date her doctor determines she is able to continue her duties or sooner at her request.

b. Requests for extension of the initial three- (3) month or academic semester child care leave shall be submitted in writing to the department head within thirty (30) days prior to the expiration of the leave.

8.3.4 A faculty member may request a personal leave, as specified in Section 8.3.3, for reasons necessitated by maternity, child care, or adoption.

8.3.5 Family Care Leave

8.3.5.1 When a faculty member's spouse, child, parent, or parent-in-law is in need of family care necessitated by a medical emergency or a long-term illness (physical or mental), the faculty member may apply for a leave without pay and shall be granted such a leave subject to the following requirements and limitations:

8.3.5.1.1 The faculty member must give the department head immediate notice in the case of a medical emergency and at least two (2) weeks notice in the case of long-term illnesses.

8.3.5.1.2 The faculty member must submit a written request for the leave indicating the beginning and ending dates of the leave and identifying the family member's relationship. In addition, the faculty member must submit a letter from a licensed physician who has been providing primary medical care for the family member indicating the fact of a medical emergency or a long-term illness and the prognosis for that individual.

8.3.5.2 A faculty member may also apply for a family care leave without pay or a family care reduced appointment for other reasons of family need by submitting the request with supporting rationale to the Vice President for Academic Affairs. Approval of such a request shall be at the discretion of the Vice President for Academic Affairs. Any such leave or reduced appointment shall be subject to the following limitations:

8.3.5.2.1 For teaching faculty the leave shall be for a period of one (1) semester and may not end during an academic semester. For nonteaching faculty the leave shall be for up to one-half (1/2) of their regular appointment period.

8.3.5.3 At the discretion of the dean of the school, a reduced appointment may be approved for a period not to exceed two (2) semesters for teaching faculty, provided such a reduced appointment does not end during a semester. Likewise, a reduced appointment may be approved for a nonteaching faculty member for a time not to exceed a full appointment period for the faculty member.

8.3.5.4 Family care leaves or reduced appointments may be renewed, at the discretion of the dean of the school.

8.3.5.5 The University shall continue the enrollment of a faculty member on an initial family care leave or family care reduced appointment in the following benefit programs as though they were on a full-time assignment: medical and hospitalization and life insurance. In addition, for faculty members on a family care reduced appointment, the University shall prorate retirement benefits and shall continue the enrollment of a faculty member in the Short-Term and Long-Term Disability Insurance Programs subject to the rules and regulations of the administrator or carrier.

8.3.5.5.1 The above benefits may be continued by a faculty member on a renewed leave or reduced appointment at the faculty member's cost by making arrangements through the Personnel Department.

8.3.5.6 A faculty member shall not receive a salary increase at the end of the year in which the faculty member has been on a family care leave for more than one (1) semester for teaching faculty or for more than one-half (1/2) of the faculty member's appointment period for nonteaching faculty. Salary increases for faculty on a reduced appointment shall be prorated.

8.3.5.7 Family care leave time exceeding one (1) semester for teaching faculty or one-half (1/2) the faculty member's appointment period for nonteaching faculty shall not be counted toward tenure or promotion. Service credits for faculty on a reduced appointment shall be prorated for purposes of

tenure and promotion. The taking of such a leave or a reduced appointment shall not otherwise prejudice future promotion or tenure consideration.

8.4 Military Leave of Absence

8.4.1 Faculty members who have been called into active military service of the Armed Forces of the United States, including the National Guard, Officer Reserve Corps, or similar military organizations, shall be accorded a leave of absence without pay or compensation for such period of service. Any such faculty member shall be restored to the position the faculty member left or a comparable one for at least as many months as there shall remain in the faculty member's employment agreement at the time of the faculty member's entry into active service.

8.4.2 Military leave time shall not be considered an interruption of service toward tenure; that is, years of service prior to the leave will count toward tenure. However, no credit should be earned toward promotion while on military leave. Exceptions to this policy shall be governed by the applicable federal and state statutes as interpreted by the decisions of the courts.

8.5 Personal Leaves

8.5.1 As approved by the Board, personal leaves without pay may be granted in cases of exceptional need for up to six (6) months. Personal leave may be granted for such reasons as for adoption or serious illness in the faculty member's immediate family. Any such leave exceeding one (1) semester shall not be counted toward tenure or promotion or for computing salary increments. These leaves may be extended by the Vice President for Academic Affairs upon recommendation of the dean for up to one (1) year.

8.6 Professional Development Leaves

8.6.1 As approved by the Board, professional study, research, or continuing educational leaves without pay may be granted for up to twelve (12) months, and shall, except for serious reasons, be renewed for a period not to exceed twelve (12) months. Professional development leave, except leave taken to fulfill a degree requirement as specified in the departmental bylaws or any part of Section 5.6.2 of this Agreement, will count toward probationary period, promotion, and salary increment, subject to the review and approval of the department head, dean, and Vice President for Academic Affairs. The conditions of appointment which prevailed prior to granting of leave shall likewise prevail when the faculty member returns to active service. A faculty member granted such leave shall provide to the faculty member's department head by March 1 of the year prior to the faculty member's return a written statement of the faculty member's commitment to return to the University. Failure to provide such notification shall be considered as a resignation.

8.7 Political Activity Leave

8.7.1 As citizens, faculty members have the same rights and responsibilities of free speech, thought, and action as all citizens.

8.7.2 Prior to formal public announcement of intended candidacy for a political office or an impending political appointment, a faculty member shall so

inform, in writing, the faculty member's department or division head and the President of the University.

8.7.3 Faculty members who engage in political activity will be expected to meet all of their obligations unless leave of absence without pay is taken for the period involved. Such leave shall not count toward meeting the requirement for any probationary period. In the case of candidacy (including primary contests) for or election to a local or county office, the taking of a leave of absence without pay shall not be required unless the political activity interferes with the faculty member's normal duties. In the case of candidacy for or election to a state or national office or position, a leave of absence without pay shall be required unless it is mutually agreed that the person can continue to fulfill the faculty member's University obligations.

8.7.4 University facilities and services are not to be used by faculty running for political office or in campaigning for specific candidates.

8.7.5 For purposes of this contract, "Political Activity" shall denote candidacy for, election to, or appointment to a political position or office.

8.8 Continuation of Fringe Benefits and Coverage During Leaves

Faculty members granted personal leave, professional development leave, political activity leave, child care leave, or public service leave will not be provided fringe benefit coverage at the expense of the Board. Faculty members who are granted leave of absence without pay should make arrangements for insurance coverage (subject to the carrier's provisions) with the Personnel Department well in advance of their departure from campus.

ARTICLE IX

COMPENSATION (SALARY AND FRINGE BENEFITS)

9.1 Salary

9.1.1 Minimum Salaries

The following minimum base salaries shall be established for continuing faculty who receive promotions:

	1987-88	1988-89	1989-90
Professor	$30,618	$32,458	$34,408
Associate Professor	25,008	26,511	28,104
Assistant Professor	20,412	21,638	22,939
Instructor	17,009	18,032	19,115

The above minimum base salaries shall apply for all bargaining unit members effective at the beginning of the appointment period for each academic year. Faculty on twelve- (12) month appointments shall have a minimum base salary of one hundred twenty-five percent (125%) of the amounts listed above.

9.1.2 Salary Increases

9.1.2.1 For 1987-88, 6.89 percent of the total 1986-87 base salaries for continuing faculty as agreed to by the Board and Association will be used for salary increases to be distributed as follows:

a. Faculty members who have received promotions effective at the beginning of the 1987-88 appointment period shall have their base salaries increased $695 if promoted to Assistant Professor, $910 if promoted to Associate Professor, or $1,390 if promoted to Full Professor.

b. An amount equal to .25 percent of the 1986-87 base salaries for continuing faculty will be designated for merit awards to be awarded by the Vice President for Academic Affairs based upon criteria and procedures which the Vice President for Academic Affairs shall promulgate. These awards may range from $600 to $1,200 and will be added to the base salary of the recipient. The process of making these awards will follow Section 9.1.2.4, and the decisions in making these individual awards shall not be grievable.

c. Following the allocation of moneys for Sections 9.1.2.2(a) and 9.1.2.2(b), the remaining money shall be distributed to all continuing faculty as a percentage of their 1986-87 base salaries.

d. Faculty members, whose 1987-88 base salary does not meet the minimum salary after the salary increases in Sections 9.1.2.1(a) and 9.1.2.1(b), will have their salaries raised to the minimum salary level (Section 9.1.1) for their rank.

9.1.2.2 For 1988-89, 6.01 percent of the total of the 1987-88 base salaries for continuing faculty as agreed to by the Board and the Association will be used for salary increases to be distributed as follows:

a. Faculty members who have received promotions effective at the beginning of the 1988-89 appointment period shall have their base salaries increased $695 if promoted to Assistant Professor, $910 if promoted to Associate Professor, and $1,390 if promoted to Full Professor.

b. An amount equal to .35 percent of the 1987-88 base salaries for continuing faculty will be designated for merit awards to be awarded by the Vice President for Academic Affairs based upon criteria and procedures which the Vice President for Academic Affairs shall promulgate. These awards may range from $600 to $1,200 and will be added to the recipient's base salary. The process of making these awards will follow Section 9.1.2.4, and the decisions in making these awards shall not be grievable.

c. An amount equal to .75 percent of the 1987-88 base salaries for continuing faculty shall be placed into an equity salary fund and distributed in accordance with Section 9.1.2.5.

d. Following the allocation of moneys for Sections 9.1.2.2(a), 9.1.2.2(b), and 9.1.2.2(c), the remaining money shall be distributed to all continuing faculty as a percentage of the 1987-88 base salaries.

e. Faculty members, whose 1988-89 base salary does not meet the minimum salary after the salary increases in Sections 9.1.2.2(a) and 9.1.2.2(d), will have their salaries raised to the minimum salary level for their rank from moneys allocated to Section 9.1.2.2(c) prior to any other awards under Section 9.1.2.2(c).

9.1.2.3 For 1989-90, 6.01 percent of the total of the 1988-89 base salaries for continuing faculty as agreed to by the Board and the Association will be used for salary increases to be distributed as follows:

a. Faculty members who have received promotions effective at the beginning of the 1989-90 appointment period shall have their base salaries increased $695 if promoted to Assistant Professor, $910 if promoted to Associate Professor, or $1,390 if promoted to Full Professor.

b. An amount equal to .35 percent of the 1988-89 base salaries for continuing faculty will be designated for merit awards to be awarded by the Vice President for Academic Affairs based upon criteria and procedures which the Vice President for Academic Affairs shall promulgate. These awards may range from $600 to $1,200 and will be added to the base salary of the recipient. The process of making these awards will follow Section 9.1.2.4, and the decisions in making these individual awards shall not be grievable.

c. Following the allocation of moneys for Sections 9.1.2.3(a) and 9.1.2.3(b), the remaining money shall be distributed to all continuing faculty as a percentage of 1988-89 base salaries.

d. Faculty members, whose 1989-90 base salary does not meet the minimum salary after the salary increases in Sections 9.1.2.3(a) and 9.1.2.3(c), will have their salaries raised to the minimum salary level for their rank from moneys allocated to Section 9.1.2.3(b) prior to other awards under Section 9.1.2.3(b).

9.1.2.4 Merit Distribution

The amount designated for merit in Sections 9.1.2.2 and 9.1.2.3 will be distributed in base salary awards of from $600 to $1,200 by the Vice President for Academic Affairs from recommendations of the deans and department heads based on their review of nominations and applications against criteria, specified and published in advance by the Vice President for Academic Affairs, and the supporting documentation provided by the faculty member. These moneys will be distributed proportionally by size of school. The Vice President for Academic Affairs will notify the Association of the recipient of these awards by category each year. The Board's decisions in making these individual merit awards shall not be grievable.

9.1.2.5 Method of Equity Distribution

During the 1987-88 academic year, the Administration will design a study to examine the salaries by rank of all continuing faculty at Northern Michigan University as compared to the average salaries by rank of faculty at national and state IIA institutions to determine whether or not inequities exist in salaries of individual faculty, and to examine the salaries of faculty within each department to determine whether faculty with greater length of service have been disadvantaged by the point in time at which they were hired. After the format for the study has been designed and reviewed both by the Administration and the Association, the Administration will conduct the study.

Each department head will review the findings of the study and forward their own recommendations concerning faculty salary adjustments in their department to the dean of their school.

The dean of each school will review the recommendations of their school's department heads and forward the dean's recommendations concerning faculty salary adjustments in the dean's school to the Vice President for Academic Affairs.

The Vice President for Academic Affairs, after having consulted with the President of the Association, will review both the findings of the study and the recommendations of the deans and department heads and in turn will make a determination to be recommended to the President of the University. The distribution and amounts awarded are nongrievable.

9.1.3 Effective Dates of Salary Increases

9.1.3.1 A continuing faculty member's salary increase for 1987-88 shall be retroactive to the beginning of the faculty member's regular appointment period for 1987-88 and shall be computed on the basis of the faculty member's salary just prior to the signing of this Agreement. Retroactive increases do not apply to the 1987 Summer Session.

9.1.3.2 For 1988-89 and 1989-90, salary increases shall be effective at the beginning of the respective appointment periods.

9.1.3.3 A faculty member on a term appointment is eligible for salary increases under Section 9.1.2 of the Agreement, so long as the faculty member's appointment represents a continuation of the full-time position held the previous year.

9.1.4 Compensation for Additional On-Campus Assignments

9.1.4.1 All available on-campus teaching assignments beyond the normal teaching load (see Article VI) shall be offered to qualified members of the bargaining unit before being offered to nonbargaining unit members. However, when accreditation standards dictate limitations on overloads, the Board reserves the right to assign these courses to qualified nonbargaining unit members. The department head and dean have final authority to determine such assignments.

9.1.4.2 All additional on-campus teaching assignments which are concurrent with normal teaching assignments shall be compensated at the rate of .0278 x the number of credit hours x base salary.

Teaching load credit for directed studies on an overload basis shall be defined in the following manner: one (1) four- (4) hour directed study shall be equivalent to one-fourth (1/4) of a credit hour of teaching load. A directed study must be approved by the department head and dean and shall generally be limited to one (1) four- (4) hour course per semester by each faculty member.

9.1.4.3 No such additional on-campus teaching assignment may be made unless mutually agreed to by the dean, department head, and the faculty member (with the single exception of additional teaching assignments arising from such leave under Section 8.2.3, in which case such assignment shall be made by the dean for not more than one (1) semester).

9.1.5 Compensation and General Provisions for Off-Campus Extension and Field Course Duties

9.1.5.1 Off-campus extension and field courses teaching shall be compensated according to the following salary rates:

Instructor	$475/cr. hr.
Assistant Professor	$500/cr. hr.
Associate Professor	$525/cr. hr.
Professor	$550/cr. hr.

9.1.5.2 Off-campus extension and field course assignments shall be based on programmatic needs as determined by the department head, dean, and the Director of Continuing Education Credit Programs. Except by mutual agreement, faculty shall not normally teach more than one (1) field or extension course during the regular academic year, nor shall such assignments be made except by mutual agreement between the Board and the faculty member.

9.1.5.3 A faculty member who elects not to accept an offer for an off-campus teaching assignment shall not receive consideration as a matter of right

for other additional teaching assignments in that semester (or enrollment period).

A faculty member who accepts and then rejects an off-campus assignment shall not receive consideration as a matter of right for other additional teaching assignments in that semester or for the following semester.

9.1.5.4 Faculty handling correspondence courses through the Department of Continuing Education Credit Programs shall be compensated at the rate of one-half (1/2) of the then current credit hour rate for on-campus students per credit hour completed. In the event that a student fails to complete a correspondence course in twelve (12) month's time, or drops the course, the faculty member shall be compensated on a prorated basis for the amount of the correspondence course the faculty member has processed.

9.1.5.5 Reimbursement for meals and lodging shall be in accordance with existing University policies (see Travel Policies, Regulations and Procedures, dated August 1, 1987 or subsequent revisions thereof).

9.1.5.6 State vehicles shall be used for transportation if available, otherwise faculty members shall be reimbursed for the use of personal cars according to University policy (see Travel Policies, Regulations and Procedures, dated August 1, 1987 or subsequent revisions thereof).

9.1.5.7 An energy fee shall be paid at a rate of ten (10) cents per mile for travel to K.I. Sawyer and fifteen (15) cents per mile for travel outside of Marquette County. Using Northern Michigan University as the point of departure, distances shall be as specified by the Department of Continuing Education Credit Programs.

9.1.6 Spring and Summer Session Salary

9.1.6.1 Excepting when spring and summer session assignments are on load, salary for spring and summer session duties shall be calculated on the preceding academic year's salary as follows:

Credit Hours	Factor
8	.2222
7	.1944
6	.1667
5	.1389
4	.1111
3	.0833
2	.0556
1	.0278

9.1.6.2 Spring and summer session teaching assignments shall be based upon programmatic needs as determined by the department head and dean. Spring and summer session assignments shall not be made except by mutual agreement between the Board and the faculty member. Such assignments shall normally be offered to qualified members of the bargaining unit; however, the Board reserves the right to employ nonbargaining unit personnel for such purpose and, further, the Board's decisions in such instances are not subject to review under the grievance procedure.

9.1.6.3 Faculty shall not have, in any one (1) year, spring and summer session appointments which exceed a total of an eight (8) credit-hour teaching load or its equivalent, unless approved by the department head and dean.

9.2 Fringe Benefits

9.2.1 Hospitalization and Medical Benefits

The Board will, during the life of the Agreement, maintain and contribute to the cost for the current hospitalization and medical program for full-time faculty members who complete and file application in accordance with the Board's and the administrators' regulations. The Board's contribution to the health program for each faculty member participating will be as follows:

1987-88 Average cost up to $2,468
1988-89 Average cost up to $2,715
1989-90 Average cost up to $2,987

Any average cost exceeding the amounts specified will be shared equally by the Board and the faculty members covered by the plan.

If the average cost is less than the amounts specified above, the difference will be considered savings and accrue to the benefit of the faculty. The total savings will be computed based on the average number of faculty covered during the health plan year. Within thirty (30) days after the Board has computed the savings, the Association will notify the Board as to the method of distribution. The method of distribution cannot include an increase in base salaries, since the savings is a one- (1) time savings.

Average cost is defined as the total of claims, administrative fees, reinsurance, and stop loss premiums divided by the average number of University employees covered during the health plan year (September 1 through August 31).

9.2.1.1 Hospitalization and medical insurance coverage shall not extend beyond the effective date of resignation or termination of any faculty member, whichever occurs first. Faculty on term appointments who provide by May 1 written notice to the Vice President for Academic Affairs of their interest in renewal of their term appointment and are not sent a response from the Vice President for Academic Affairs of the University's intent not to renew the term appointment, shall have their appointment periods extended through the summer for the purpose of making affected faculty eligible for continued medical coverage and normal benefits.

It is understood that continuation of these benefits does not constitute a continuing appointment. The Board reserves the right to not renew an appointment.

9.2.2 Short-Term Disability Insurance

9.2.2.1 When accumulated sick leave and annual leave have been exhausted, faculty members who are not covered by the Salary Continuation Policy (Section 8.2.3) and who are eligible for disability coverage under the University's Long-Term Disability Insurance Program are covered by additional short-term insurance benefits as follows:

9.2.2.1.1 There will be a mandatory waiting period of fourteen (14) calendar days from the official date that notification is received by the University that sickness or injury continues to render the person incapable of discharging the person's regular duties. No person will be required to have more than one (1) waiting period in each twelve (12) months. No salary will be paid during this waiting period, but payment for fringe benefits will continue.

9.2.2.1.2 After waiting fourteen (14) calendar days, if the faculty member is still unable to discharge the faculty member's regular duties, as supported by a letter from the attending physician and upon approval of the Director of Human Resources and Data Information Services, the faculty member will receive sixty percent (60%) of the faculty member's regular salary and all of the faculty member's fringe benefit payments, less any wage benefits paid under the Workers' Compensation statutes.

9.2.2.1.3 The benefits provided in the preceding paragraph will continue until the Long-Term Disability Insurance Program becomes effective, the faculty member recovers and resumes the faculty member's regular duties, or the faculty member dies, but no longer than six (6) months or not beyond the end of the regular appointment period.

9.2.2.1.4 A faculty member is considered to use unearned sick leave days while on short-term disability. When the faculty member returns to active status, the faculty member must repay sixty percent (60%) of the unearned sick leave days which the faculty member has used before the faculty member can accumulate sick leave credit in the normal manner (Section 8.2.2.3). The above does not apply to faculty covered by the Salary Continuation Policy.

9.2.2.1.5 Since certain full-time regular faculty members have fiscal year appointments, the benefits provided under this policy will be based on the appointment period.

9.2.2.2 Faculty members who are not eligible under the Long-Term Disability Insurance Program or who are not covered under the Salary Continuation Policy will be paid at their regular salary rate until their accumulated sick leave has been exhausted. As soon as the sick leave is exhausted, all payments, including fringe benefits, will terminate.

9.2.2.3 The Board will provide full health insurance, life insurance, and long-term disability coverage while a faculty member is on short-term disability, except for any increases as determined in Section 9.2.1.

9.2.3 Long-Term Disability Insurance

9.2.3.1 The Board shall provide a Long-Term Disability Insurance Program.

9.2.3.2 The policy provides for the payment of sixty percent (60%) of the regular appointment period salary rate for all full-time faculty members who have been employed one (1) full year or longer and who, in the opinion of the University's carrier, are considered to be totally disabled. The sixty percent (60%) level is less any and all offsets (Social Security, Workers' Compensation, etc.) as determined by the insurance policy. The present carrier is Teachers Insurance and Annuity Association of New York, New York.

9.2.3.3 The Board shall, consistent with Section 9.2.1, provide hospitalization and medical benefits for a period of two (2) years, after which time the cost of the premium shall be shared equally fifty/fifty (50/50) by the Board and the faculty member as long as the person is on long-term disability.

9.2.4 Life Insurance

9.2.4.1 The Board shall provide term life insurance equal to a faculty member's salary for the regular appointment period, rounded to the next highest multiple of $1,000, for all full-time faculty members (and faculty on reduced appointments) who complete the necessary forms for this coverage within thirty (30) days of a new appointment or within thirty (30) days of obtaining full-time status. This coverage shall also include an "Accidental Death and Dismemberment" rider.

9.2.4.2 Faculty may, at their expense, apply for additional coverage up to two (2) times their annual base salary rate.

9.2.4.3 Additional coverage may be obtained at the faculty member's expense for the faculty member's spouse and/or dependent children. The amount for the spouse may be up to $5,000 and for dependent children up to $1,500.

9.2.4.4 The Board's only obligation with respect to all insurance coverage shall be payment of insurance premiums as above provided. The amount and nature of benefits and the commencement and duration of coverage for any program shall be as provided in the master insurance policy and the carrier's rules and regulations.

9.2.4.5 The Board has no authority to make changes in insurance coverage and/or carriers without written response from the Association within a reasonable period of time.

9.2.5 Retirement

9.2.5.1 Full-time faculty members are eligible to participate in the Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF) retirement program if they elect to do so within thirty (30) days of date of appointment or within thirty (30) days of a change from part- to full-time status. Electing to participate in the TIAA-CREF program is an irrevocable decision. Those faculty who do not choose TIAA-CREF within the specified period shall automatically be covered under the terms and provisions of the Michigan Public School Employees Retirement System (MPSERS).

The University shall contribute twelve percent (12%) of salary up to $17,000 of salary paid and fourteen percent (14%) of salary paid above $17,000. For participants in the MPSERS program, the University shall pay the amount specified by MPSERS.

9.2.5.1.1 The Board agrees to make available supplemental retirement programs in addition to TIAA-CREF's supplemental retirement program.

9.2.5.2 Faculty members must retire prior to the beginning of the first regular appointment period after they reach the age of seventy (70) or may elect to do so before reaching such age.

9.2.5.3 To be eligible for retirement benefits and privileges listed below, a faculty member, regardless of which retirement program the faculty member participates in, must be eligible for retirement consistent with MPSERS regulations. Upon retirement, faculty members will receive a membership card from the NMU Retirees Association which will entitle them to all the NMU Retirees Association benefits. In 1986 the benefits entitled them to: enroll in University courses free of charge, receive publications, avail themselves of the library and other facilities, receive, upon request, a vehicle parking permit without charge, receive the Bookstore discount, complimentary tickets to most athletic, dramatic, and cultural events, PEIF membership, and in general, take part in the social and ceremonial functions of the University. Persons with emeritus title may also march in academic processions such as commencement, and represent the University on appointment at academic ceremonies of other institutions. Spouses of retirees may also enroll in University courses free of charge.

9.2.5.4 Additional Retired Faculty Benefits

9.2.5.4.1 Teaching and Consultation

Retired faculty may request consideration for substitute or part-time teaching. Department heads, with consultation of faculty, are encouraged to invite retired faculty to participate in appropriate seminars, colloquia, scholarly meetings, to serve on appropriate departmental committees, and to serve in academic consultant capacities on campus. Retired faculty may be eligible to serve on appropriate campus and state-wide faculty committees.

9.2.5.4.2 Support Services

The University, through the academic department heads, will consider requests for providing support services and access to facilities by retired faculty. Approvals of such support or access shall not establish any precedent nor provide any assurance that other requests will be honored.

9.2.5.4.3 Emeriti groups will have access to campus rooms and facilities for meetings and reunions and opportunity to establish an Emeriti association on the same basis as other community groups.

9.2.5.5 Retirees who retire under the provisions of the MPSERS are afforded an opportunity to participate in a group policy for retirees (presently Blue Cross-Blue Shield). The retirement system (MPSERS) presently contributes to the cost of this coverage. Arrangements for such coverage are made at the time of retirement.

Retirees who retire under the TIAA-CREF program, and who have met the same retirement qualifications as for the MPSERS may participate in the group health coverage that is available to regular full-time employees of Northern Michigan University. The cost of this coverage will be paid by the retiree and will be the same as for an active employee, or as established by the Board. Arrangements for this coverage must be made with the Personnel Department at the time of retirement, and payments are to be made to the Cashier's Office. The retiree, if eligible, must also participate in the Medicare Program.

A spouse, upon the death of the retiree, may also make arrangements to continue health coverage, dependent on the retirement program of the retiree and the rules then in effect.

9.2.6 Bookstore Discount

All faculty members and their spouses shall receive a twenty percent (20%) discount on books (effective upon the signing of this Agreement), and a ten percent (10%) discount on all other merchandise purchased at the Bookstore with the exception of items on sale and cap and gown rentals and purchases.

9.2.7 Tuition Scholarships

9.2.7.1 Bargaining unit faculty shall be able to enroll without charge in courses that are not already filled. Not more than four (4) hours of credit will be paid for by the University during any semester in which the faculty member has a full-time assignment.

9.2.7.2 Spouses of bargaining unit faculty shall likewise be able to enroll, without charge, for up to twelve (12) credits each semester and four (4) and eight (8) credits in spring and summer sessions, respectively, in courses which are not already filled.

9.2.7.3 Dependent children (IRS definition) of bargaining unit faculty shall receive a thirty percent (30%) reduction in tuition provided they are not receiving other University-funded scholarship assistance.

9.2.8 PEIF Membership

The Board will provide each faculty member, who completes the annual application process, a single PEIF membership for themselves.

9.2.9 Existing library and parking policies shall be modified only after prior consultation according to Section 1.5.2.

9.2.10 General Liability Insurance and Travel Liability Insurance

9.2.10.1 When performing assigned responsibilities, faculty members are fully protected against loss due to personal injury or property damage to self or to others in accordance with the provisions of the University's insurance program.

9.2.10.2 Faculty members traveling by state car are covered by the State of Michigan's Travel Liability Insurance Policy.

ARTICLE X

DISCIPLINE AND DISMISSAL

10.1 Discipline, including dismissal, may only be imposed for just cause. In all such cases, the faculty member shall be provided with a written notice of the reason why the disciplinary action is being taken. This notice shall describe with reasonable particularity the reason for the action and shall be delivered at or before the disciplinary action is effected. Copies of all such notices shall be concurrently transmitted to the grievance officer of the Association.

10.2 It is understood that nonrenewal of a probationary appointment is not a disciplinary action.

10.3 Dismissal of Faculty with Tenure

10.3.1 Dismissal of a faculty member with tenure will be preceded by a discussion between the faculty member and appropriate administrative officers looking toward a mutual settlement, and a written statement of the grounds for dismissal, framed with reasonable particularity, from the appropriate academic administrator.

10.3.1.1 In any case where the dismissal of a tenured faculty member is recommended, the Vice President for Academic Affairs shall notify the faculty member of the faculty member's right to request a review by the Faculty Review Committee (FRC).

10.3.1.2 In order to initiate such an appeal to the FRC, the faculty member must communicate a written request for the review to the Vice President for Academic Affairs within fourteen (14) calendar days.

10.3.1.3 Upon receipt of a request for the FRC review, the Vice President for Academic Affairs shall notify the FRC that a review hearing of the case is to be initiated within fourteen (14) calendar days and further that the FRC shall submit its report within three (3) calendar weeks after the conclusion of the hearing to the Vice President for Academic Affairs.

10.3.1.4 The report of the FRC shall indicate whether in its opinion there exists just cause to dismiss the faculty member. This opinion shall be based solely on the record established during the review hearing and the report shall detail with reasonable particularity the reasons for its opinion.

10.3.1.5 If the Vice President for Academic Affairs does not concur with the opinion of the FRC, the Vice President for Academic Affairs shall state the substantive reasons for the disagreement and shall communicate the reasons in writing to the FRC before transmitting the case to the Board of Control.

10.3.1.6 The procedures to be followed in the FRC review hearing will be established by the FRC and shall provide due process to all participants. The faculty member is entitled to be accompanied and/or represented by a person of the faculty member's choice from the University community.

10.3.1.7 If the faculty member is suspended before or during the FRC review hearing, the suspension shall be with pay until such time as the FRC

issues its report, or should have issued its report, to the Vice President for Academic Affairs.

10.3.1.8 Any faculty member who is recommended for dismissal may exercise their statutory right to address the Board of Control by making the appropriate request through the Office of the Secretary to the Board of Control.

10.3.2 The FRC is charged with and authorized to convene and conduct a hearing under the provisions of Section 10.3 within the established time limits without regard to any limitation to the contrary in the bylaws of the FRC. Should such a hearing have to be conducted after the conclusion of the winter semester, the committee membership shall consist of the members appointed for the immediately preceding academic year.

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall be in effect upon ratification by the Board and the Association and shall extend to June 30, 1990, provided, however, that salary increases shall be retroactive to the beginning of the 1987-88 academic year in the case of academic year appointments, or July 1, 1987 in the case of twelve- (12) month appointments. Retroactive salary increases shall not apply to the 1987 Summer Session.

This Agreement shall continue in effect on a year-to-year basis after June 30, 1990 unless either party gives notice of intent to terminate the Agreement on that date or notice of intent to negotiate modifications of this Agreement pursuant to Section 1.5.3. In the event that the Board and the Association undertake such negotiations to modify this Agreement, it shall expire on June 30, 1990 unless it is extended for a specified period by mutual written agreement of the Board and the Association.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: 11-9-87

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
NORTHERN MICHIGAN UNIVERSITY CHAPTER

Frederick H. Stenkamp
President

Carol Ann Bays
Chief Negotiator

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL

Alan B. Donovan
Vice President for Academic Affairs

John M. Hammang
Director of Human Resources
and Data Information Services

Ratified by the Association
on September 10, 1987

Approved by the Board
on October 16, 1987

MEMBERS OF THE NEGOTIATING TEAMS

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, NORTHERN MICHIGAN UNIVERSITY CHAPTER

Dr. Carol Ann Bays, Chief Negotiator
Associate Professor of English

Dr. Robert J. Fleming
Associate Professor of
Accounting and Finance

Dr. Ronald A. Parejko
Professor of Biology

Mr. Wayne R. Price
Associate Professor of
Medical Technology

Ms. Eileen M. Smit
Assistant Professor of Nursing

BOARD OF CONTROL
NORTHERN MICHIGAN UNIVERSITY

Dr. George R. Carnahan
Head of the Department of
Management, Marketing and
Computer Information Systems

Mr. John M. Hammang, Chief Negotiator
Director of Human Resources
and Data Information Services

Dr. Betty J. Hill
Dean, School of Nursing
and Allied Health Sciences

Dr. J. Wesley Little
Dean, School of Behavioral Sciences
and Human Services

Mr. Michael J. Roy
Assistant Vice President for Finance
and Controller

(Form approved 3/14/86)

NAME _____ DATE _____

DEPARTMENT _____

NORTHERN MICHIGAN UNIVERSITY
FACULTY EVALUATION REPORT

Evaluation Period _____
(1-2 Calendar Years)

This is a confidential evaluation report on a member of the Northern Michigan University faculty. Its content will not be divulged to persons not authorized to help prepare or read this report. Access to the personnel file of any member of the faculty shall be restricted to the faculty member, his/her department head, departmental evaluation committee, dean, School Advisory Council, Faculty Review Committee, Vice President for Academic Affairs, President of the University, the Board of Control and its counsel, and other persons who have a legal reason to know the contents of the evaluation.

Evaluation Period: Tenured full professors will be evaluated every two years; other faculty will be evaluated annually. A tenured full professor, the departmental evaluation committee, or the department head may request an annual evaluation.

Faculty evaluation is described in the AAUP/NMU Agreement in Article 5.4; Articles 5.2, 5.5 through 5.7, 6, 8, and 9 also contain information useful in preparing evaluations.

Style: Writing in the evaluations is to be a narrative that is to the point and supported with evidence.

NAME	POSITION	DATE

Committee Members:

Others:

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NORTHERN MICHIGAN UNIVERSITY
FACULTY EVALUATION REPORT

Evaluation Period _____
(1-2 Calendar Years)

Name _____ Department _____

Part I

1. Faculty member's statement of accomplishments during the evaluation period

1.1 in teaching, counseling, or librarianship; (attach statements, materials, and supporting documents, including student evaluation information)

1.2 in research, scholarship, creative endeavors, consulting, and other activities in professional development; (attach statements, materials, and supporting documents)

1.3 in service on committees, to the student body, and professionally related community service; (attach statements, materials, and supporting documents)

2. Faculty member's statement of plans for the coming year (or evaluation period). The faculty member is asked to be specific in identifying assignments and plans in the area of teaching, research and service. The faculty member should note when such plans are contingent upon University or outside support (e.g., travel, sabbatical request, Fulbright application, released time for research).

Part II

Statements by the departmental evaluation committee and the department head.

3. The statement by the committee shall comment on each section of Part I above and, when appropriate, indicate any improvement needed or any goals or standards to be achieved in order to be recommended for tenure and/or promotion, as defined by departmental bylaws.

Committee's Statement:

_____
Chairperson of Departmental
Evaluation Committee

4. Department head's statement will indicate concurrence or nonconcurrence with the committee's evaluation or recommendation.

Department Head's Statement:

_____
Department Head

(continued on back)

The signatures below do not indicate concurrence or nonconcurrence with the substance of the evaluation; they indicate only that the signer has read the evaluation. The faculty member or the dean may append a statement if that is considered necessary.

Faculty Member _____ Date _____

Dean _____ Date _____

cc: Vice President for Academic Affairs

(Form approved 3/14/86)

NORTHERN MICHIGAN UNIVERSITY

MEMORANDUM OF UNDERSTANDING #1

1987

I. In order to provide the opportunity for more released time to afford faculty research, professional development, curriculum development, and to supplement sabbatical time and pay combinations, a system of earning released time credits shall be established for the life of the 1987-90 Master Agreement between Northern Michigan University and the American Association of University Professors, NMU Chapter on a trial basis and on the following conditions:

A. Faculty members may accrue no more than twelve (12) released time credits during the life of this Agreement.

B. Released time credits may be earned as follows:

1. One (1) released time credit shall be earned for each credit hour of off- or on-campus overload classes taught in lieu of monetary compensation.

a. Faculty must apply for this option not later than the first day of classes for the semester.

b. The designation of an overload class as being taught for released time credit shall be irrevocable.

c. Forms to designate an overload class as being taught for released time credit are available in the Payroll Department.

2. One-half (.5) released time credit shall be earned for each fifteen (15) General Studies students who are assigned for advisement at the faculty member's consent during an academic semester. It is agreed that such an assignment does not relieve a faculty member of the obligation to provide advisement for departmental majors.

3. One-quarter (.25) released time credit shall be earned for directed studies or other similar kinds of classes which are approved for released time credit by the Workload Committee. The Committee may approve released time credit if:

a. the course consists of three (3) or four (4) credit hours, and

b. the faculty member is already assigned twelve (12) credit hours of work for the semester, and

c. the faculty member is not otherwise being compensated for teaching the directed study.

C. Any released time credits earned before the beginning date of an approved sabbatical may be used to supplement the sabbatical. Faculty wishing to use earned released time to supplement a sabbatical should apply for the full-year, half-pay option and indicate on the application the amount of released time to be used as supplement (e.g., six (6) credits would produce a full-year, one-quarter (.25) reduction in pay).

D. All earned released time plans of work of more than four (4) credit hours in any semester, other than sabbatical supplement, must be approved by the Vice President for Academic Affairs. What constitutes an acceptable plan shall be discretionary with the Vice President for Academic Affairs.

E. Policy for assigning work plans of four (4) or fewer credit hours of earned released time shall be addressed in departmental bylaws.

F. Released time not used during the life of this Agreement may be applied to 1990-91 sabbatical requests or for released time work plans as specified above.

G. The Vice President for Academic Affairs shall not be required to approve more than the equivalent of one (1) FTE of earned released time in any semester in any department.

II. The University and the Association shall establish a Workload Committee consisting of five (5) faculty members appointed by the Association and five (5) administrators appointed by the Vice President for Academic Affairs to conduct a comprehensive review of assignment load practices and grant released time credit per Section I B(3) of this memorandum.

A. This Committee shall be convened not later than the first part of the 1988 Winter Semester and shall be charged with inventorying assignment load practices and identifying problem areas. Particular areas which shall be reviewed include but are not limited to: number of preparations per semester, class size, directed studies classes, and special assignments (such as program reviews). This Committee shall also study what impact three (3) credit-hour courses may have on faculty workload.

B. If the Committee deems it appropriate, it may recommend changes in assignment practices and load equivalencies where applicable. Should the Committee choose to make recommendations in this area, they should do so with the intention of recommending equivalencies which may be used for load completion as well as earning released time credit.

C. The Committee shall report its recommendations, if any, and its findings to the President of the Association and the Vice President for Academic Affairs not later than the end of the 1989 Fall Semester.

III. For the life of the 1987-90 Master Agreement a semester workload comprising two (2) four (4) credit-hour courses and one (1) three (3) credit-hour course shall be deemed a normal semester's load and the twelfth credit hour shall be forgiven.

It is specifically agreed and understood that such a practice shall not be deemed precedent setting nor shall it be the basis of a claim of past practice after the expiration of the 1987-90 Master Agreement.

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
NORTHERN MICHIGAN UNIVERSITY CHAPTER

Frederick H. Stenkamp
President

Dated: 11-9-87

Carol Ann Bays
Chief Negotiator

Dated: 11/9/87

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL

Alan B. Donovan
Vice President for Academic Affairs

Dated: 11/11/87

John M. Hammang
Director of Human Resources
and Data Information Services

Dated: 11/11/87

NORTHERN MICHIGAN UNIVERSITY

MEMORANDUM OF UNDERSTANDING #2

1987

With the creation of the School of Technology and Applied Sciences and the subsequent reorganization of the curriculum, the University and the Association recognize the need to develop an appropriate academic milieu, to offer the whole range of course offerings, to accommodate shifting enrollments, and to protect the fiscal stability of the school during a start-up period. In order to accommodate this need, the parties agree as follows:

1. All departments in the School of Technology and Applied Sciences shall develop bylaws which specify equivalencies for appointment and for promotion to the various academic ranks. These criteria shall conform to the contract requirements of Section 5.6 of the Master Agreement and the bylaws shall be approved according to Section 3.1 of the Master Agreement.

2. Faculty members in the School of Technology and Applied Sciences who are employed as Full-Time Adjunct shall remain as Full-Time Adjunct for the first two (2) years of the 1987-90 Master Agreement. In the third year, they will be assigned to an appropriate rank in accordance with approved departmental bylaws. Any reassignment to a rank higher than Assistant Professor must be treated as a promotion and will require review under Section 5.7 of the Master Agreement. The Association will be notified of these reassignments. In addition, any person who is appointed as a Full-Time Adjunct before departmental bylaws covering that position are approved shall follow this procedure.

3. Article VI, Professional Responsibilities, Section 6.1.1, is modified during the life of the 1987-90 Master Agreement to permit any person holding, or who has held, the rank of Full-Time Adjunct faculty in the School of Technology and Applied Sciences to be assigned to a thirty (30) credit-hour teaching load (or its equivalent) during the regular academic year. Staffing projections for the 1990-91 academic year for these faculty members will be based on a twenty-four (24) credit-hour teaching load for the academic year.

4. Article VI, Section 6.7.1, is modified during the life of 1987-90 Master Agreement to permit the teaching of credit courses by full-time faculty in the School of Technology and Applied Sciences, not represented by the Association, provided the courses to be so assigned are first offered as overload assignments to AAUP represented faculty who are qualified and available to perform the work, and further that the assignment of such a course is only for the purposes of completing a full-time assignment for the faculty member. It is further understood and agreed that instruction of credit courses by nonbargaining unit members is subject to evaluation by the department.

5. Any person within the School of Technology and Applied Sciences with a full-time assignment of credit-earning courses, which count toward a degree, must be considered a Full-Time Adjunct in the AAUP bargaining unit.

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
NORTHERN MICHIGAN UNIVERSITY CHAPTER

Frederick H. Stenkamp
Frederick H. Stenkamp
President

Dated: 11-9-87

Carol Ann Bays
Carol Ann Bays
Chief Negotiator

Dated: 11/9/87

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL

Alan B. Donovan
Alan B. Donovan
Vice President for Academic Affairs

Dated: 11/11/87

John M. Hammang
John M. Hammang
Director of Human Resources
and Data Information Services

Dated: 11/11/87

NORTHERN MICHIGAN UNIVERSITY

MEMORANDUM OF UNDERSTANDING #3

1987

Continuing Contract Appointments

1. Only individuals who were employed on a full-time basis during the 1986-87 academic year shall be eligible for continuing contract status appointment.

2. Only faculty members who have completed four (4) years of service in a term contract status for the same department at the University and are reappointed in that department shall be eligible for continuing contract status appointment. Faculty funded by grants or contracts shall not be eligible for continuing contract status. Faculty reorganized from MEA represented positions to AAUP represented positions shall initially be appointed in a continuing contract status unless funded by a grant or contract.

3. Faculty members who meet the qualifications of sections 1 and 2 above will have the option of converting to continuing contract status by notifying the Vice President for Academic Affairs in writing not later than October 30 in the year they become eligible.

4. Continuing contract status faculty may be dismissed only for just cause.

5. Continuing contract status faculty may be laid off only if the faculty member's position is eliminated. Conversion of a position from continuing contract status to tenure track status shall be deemed the elimination of a position.

6. Continuing contract status faculty whose positions will be eliminated at the end of the winter semester must be notified not later than the previous December 1 of the University's intent to lay them off. Incumbents in positions to be eliminated at the end of the fall semester must be notified not later than the previous April 15. Continuing contract status faculty with ten (10) or more years of service at Northern Michigan University shall be afforded nine (9) months notice of layoff.

7. Continuing contract status faculty who are laid off shall have the right to be recalled for a period of two (2) calendar years from the date of their layoff if their position is reestablished.

8. Continuing contract status faculty may apply for authorized tenure track positions, provided they meet the qualifications for that position.

9. Continuing contract status faculty may apply for promotion if they meet eligibility requirements.

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Frederick H. Stenkamp
President

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